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Project No. 2302

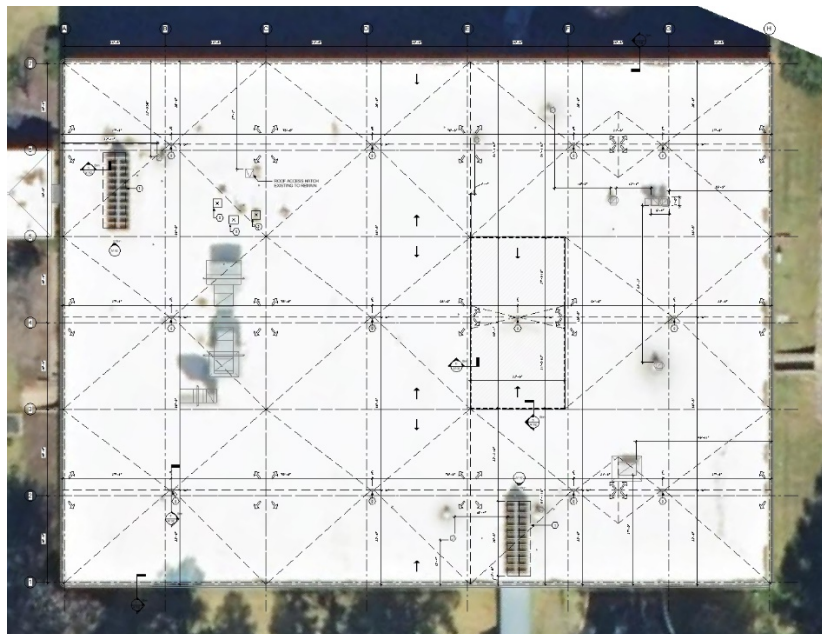
PROJECT MANUAL

Emergency Roof Replacement for the Eastern Data Center Raleigh, North Carolina

SCO # 22-25159-01A

OWNER

NC Department of Information Technology
Raleigh, North Carolina



Construction Documents

January 5, 2024

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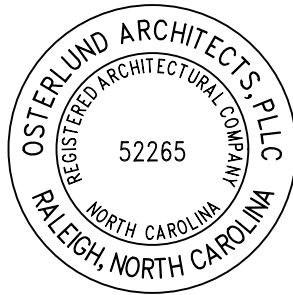
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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Architect:

1. Kristen M. Osterlund.
2. License #10028.
3. Responsible for Divisions 01-33 Sections except where indicated as prepared by other design professionals of record.



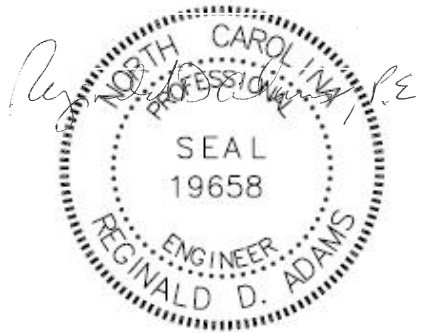
B. Building Envelope Engineer:

1. Richard A. Nuhn.
2. License #7717.
3. Responsible for:
 - 020710 SELECTIVE DEMOLITION FOR ROOFING
 - 061050 ROUGH CARPENTRY FOR ROOFING
 - 072252 THERMAL ROOF DECK INSULATION – LOW SLOPE
 - 075230 THERMOPLASTIC SHEET MEMBRANE ROOFING
 - 076210 METAL FLASHING AND TRIM FOR ROOFING
 - 079010 SEALANTS FOR ROOFING
 - 086250 SKYLIGHTS



C. Electrical Engineer:

1. Reginald D. Adams.
2. License #19658.
3. Responsible for:
260500 COMMON WORK RESULTS FOR ELECTRICAL
260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
283111 DIGITAL ADDRESSABLE FIRE ALARM SYSTEM



JANUARY 5, 2024

END OF DOCUMENT 000107

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received until 2:00pm on February 6, 2024,
in 3700 Wake Forest Road, Raleigh, NC 27609 in the Dogwood
Conference Room, for the construction of

Emergency Roof Replacement for the Eastern Data Center
SCO #22-25159-01A

at which time and place bids will be opened and read.

Complete plans and specifications for this project can be
obtained from Osterlund Architects, PLLC, 5 W Hargett Street, Suite
310, Raleigh, NC 27601, or email kristen@osterlundarchitects.com
and camilo@osterlundarchitects.com during normal office hours after
January 15, 2024.

Plan Deposit Two hundred dollars (\$200)

The state reserves the unqualified right to reject any and all
proposals.

Signed:

Tony Brackett
Workplace Services Director
NC Department of Information
Technology

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NOTICE TO BIDDERS

Sealed proposals will be received by the NC Department of Information Technology in Raleigh, NC, in the office of Tony Bracket, 3700 Wake Forest Road, Raleigh, NC 27609 in the Dogwood Conference Room up to 2:00 pm February 6, 2024 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of

Emergency Roof Replacement for the Eastern Data Center
SCO # 22-25159-01A

The Project includes demolition of roofing, skylights and roof drains and installation of new roofing, skylights and roof drains and other Work indicated in the Contract Documents.

Bids will be received for Contract type – Single prime. All proposals shall be lump sum.

Pre-Bid Meeting

A mandatory pre-bid meeting will be held for all interested bidders on January 25, 2024, at 11:00AM at NC Eastern Data Center, 3700 Wake Forest Road, Raleigh, NC 27609 in the Dogwood Conference Room. The meeting will address project specific questions, issues, bidding procedures and bid forms. **Attendees must bring valid government issued ID. Valid ID is required to enter the Data Center and attend the meeting. Allow time to present ID and sign-in at the front desk before the meeting begins.**

Complete plans, specifications and contract documents will be available from the following:

Osterlund Architects, PLLC, (919) 838-9337, kristen@osterlundarchitects.com and camilo@osterlundarchitects.com; Construct Connect, <http://constructconnect.com>, (877) 422-8665; Hispanic Contractors Association of the Carolinas (HCAC), <https://thehacac.org/>, info@hacacarolinas.org, (704) 583-4184; The Institute of Economic Development, <https://theinstitutenc.org/>, info@theinstitutenc.org, (919) 956-8889.

or may be obtained by those qualified as prime bidders, upon deposit of two hundred dollars (\$200) in cash or certified check. The full plan deposit will be returned to those bidders provided all documents are returned in good, usable condition within ten (10) days after the bid date.

If a contractor is bidding under the dual system both as a single prime contractor and as a separate prime contractor, he must submit the bids on separate forms and in separate envelopes. Bidders should clearly indicate on the outside of the bid envelope which contract(s) they are bidding.

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.)

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 General Unlimited.

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 30 days.

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

Designer:
Kristen M. Osterlund
Osterlund Architects, PLLC
5 W Hargett Street, Suite 310
Raleigh, NC 27601
(919) 838-9337

Owner:
Tony Brackett
NC Department of Information Technology
3700 Wake Forest Road
Raleigh, NC 27609
(828) 247-8402

**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 than 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.
- l. **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 solely 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.
- g. 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.
- j. The several contractors shall be responsible for their work activities and shall notify the 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.

- a. 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 in 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.

- d. 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 progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

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 sub-subcontractors 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.
 - l. 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 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, 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.

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SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the "Instructions to Bidders and General Conditions of the Contract", State of North Carolina Department of Administration Standard Form OC-15, Twenty-Fourth Edition, January 2013.

Where any Article of the General Conditions is modified, or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary General Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1 – DEFINITIONS

Paragraph b: The Owner is the State of North Carolina through the North Carolina Department of Information Technology.

ARTICLE 14 – CONSTRUCTION SUPERVISION AND SCHEDULE

Paragraph f: The single prime contractor is designated as the Project Expediter in accordance with General Conditions Article 1, paragraph i.

Paragraphs g and j: Delete all languages pertaining to Bar Chart Schedule. CPM Schedule is required for construction contracts over \$500,000.

ARTICLE 23 – TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

Paragraph a: The time of completion is 180 consecutive calendar days.

Paragraph b: The amount of liquidated damages is Five Hundred Dollars (\$500) per day for each day in excess of the time of completion.

ARTICLE 38 – USE OF PREMISES

Add paragraph e: Contractor shall post a sign indicating Firearms are prohibited on the construction site.

ARTICLE 40 – UTILITIES, STRUCTURES, SIGNS

Paragraph a: Revise to the following: The Owner shall provide water and electric power service from Owner's existing systems for Contractor's use, as specified in Section 0150000 Temporary Facilities and Controls.

Paragraph b: Delete this paragraph.

Paragraph c: Delete this paragraph.

Paragraph j: A temporary field office is required.

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GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of \$300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

SECTION A: INTENT

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
6. Designer – Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
 - a. Monitoring compliance with the program requirements.
 - b. Assisting in the implementation of training and technical assistance programs.
 - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
 - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office

The State Construction Office will be responsible for the following:

- a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
 - (1) Project description and location;
 - (2) Locations where bidding documents may be reviewed;
 - (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
 - (4) Date, time and location of the bid opening.
 - (5) Date, time and location of prebid conference, if scheduled.
- b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.

- c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
- d. Reviewing of minority business requirements at Preconstruction conference.
- e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
- f. Provide statistical data and required reports to the HUB Office.
- g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 - 1. A description of the work for which the bid is being solicited.
 - 2. The date, time, and location where bids are to be submitted.
 - 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
 - 4. Where bid documents may be reviewed.
 - 5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

4. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with

corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

- e. During construction phase of the project, review “MBE Documentation for Contract Payment” – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer’s responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. 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 as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (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; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” – (Appendix E), for designer’s review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

SECTION 5: These guidelines shall apply upon promulgation on state construction projects. 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: www.nc-sco.com

SECTION 6: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

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

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

OR

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

OR

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

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

MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

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

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

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT



MATRIX

Health & Safety Consultants, L.L.C.

August 18, 2023

Osterlund Architects, PLLC
5 W. Hargett Street, #310
Raleigh, NC 27601

Attention: Ms. Kristen Osterlund

Subject: Report of Limited Bulk Sampling to Identify
Asbestos-Containing Roof Materials
Eastern Data Center
3700 Wake Forest Road
Raleigh, North Carolina
Matrix Job Number: 230817

Dear Ms. Osterlund:

Matrix Health and Safety Consultants, L.L.C. (Matrix) is pleased to present this report of the bulk sampling to identify asbestos-containing roofing materials associated with the roof replacement project at the Eastern Data Center located at 3700 Wake Forest Road in Raleigh, North Carolina. The purpose of our survey was to identify asbestos-containing roofing materials which are required to be removed prior to the renovation activities in accordance with the National Emissions Standards for Hazardous Air Pollutants (NESHAP). This report presents known project information, survey procedures and survey results.

SURVEY PROCEDURES

The survey was performed on August 10 2023 by Matrix's Inspector Todd Daugherty (North Carolina Asbestos Inspector No. 11650). The survey began with a walk-through of the identified work area observing accessible areas for the presence of suspect asbestos-containing materials (ACM). This survey was limited to the roofing materials located on the subject facility. Both friable and nonfriable suspect asbestos-containing materials were considered during the course of the survey. Friable materials are those materials which can be pulverized or reduced to powder by hand pressure. A sampling strategy was determined and bulk samples of suspect ACM were obtained. Suspect ACM's were grouped based on material homogeneity. A homogeneous area is an area which contains materials that seem by texture, color and wear to be uniform and applied during the same general time period.

To determine the presence or absence of asbestos content in the suspect materials, samples were collected and transported to EMSL Analytical, Inc. located in Morrisville, North Carolina under chain-of-custody documentation for laboratory analysis. The collected samples were placed into individual sample containers, sealed and a unique identification number was assigned to the sample container at the time of collection. The identification included the sample collection date and location. This information was logged on our Asbestos Bulk Sampling Record and submitted to the laboratory.

ANALYSIS PROCEDURES AND RESULTS

The collected asbestos samples were analyzed using Polarized Light Microscopy (PLM) in conjunction with dispersion staining techniques using EPA Method 600/M4-82-020 per 40 CFR 763. The bulk laboratory analysis provided the asbestos content (positive or negative), percentage of asbestos, asbestos type and identification of other non-asbestos fibers.

ASBESTOS SURVEY RESULTS
Eastern Data Center – Raleigh, NC

SAMPLE ID#	SUSPECT ASBESTOS-CONTAINING MATERIAL	SAMPLE LOCATION	PERCENT ASBESTOS TYPE OF ASBESTOS
3700-01	Roof Core	Main Roof	NAD
3700-02	Roof Core	Main Roof	NAD
3700-03	Roof Core	3-5/E-F Roof Quadrant	NAD
3700-04	Roof Core	3-5/E-F Roof Quadrant	NAD
3700-05	Seam Caulk on Metal Duct	Roof	NAD
3700-06	Seam Caulk on Metal Duct	Roof	NAD
3700-07	Skylight Caulk (White)	Roof Skylights	NAD
3700-08	Skylight Caulk (White)	Roof Skylights	NAD
3700-09	Skylight Window Caulk (Black)	Roof Skylights	NAD
3700-10	Skylight Window Caulk (Black)	Roof Skylights	NAD
3700-11	Perimeter Coping Caulk	Perimeter Metal Coping	NAD
3700-12	Perimeter Coping Caulk	Perimeter Metal Coping	NAD
3700-13	Seam Mastic	Arched Vent Duct	NAD
3700-14	Seam Mastic	Arched Vent Duct	NAD
3700-15	Seam Caulk (Cream)	Metal Duct	NAD
3700-16	Seam Caulk (Cream)	Metal Duct	NAD
3700-17	Cool Sealant	Skylight Metal Flashing	NAD
3700-18	Cool Sealant	Skylight Metal Flashing	NAD
3700-19	Spray-Applied Fire Proofing	2 nd Floor	NAD
3700-20	Spray-Applied Fire Proofing	2 nd Floor	NAD
3700-21	Spray-Applied Fire Proofing	2 nd Floor	NAD
3700-22	Spray-Applied Fire Proofing	2 nd Floor – 3-5/E-F Quadrant	NAD
3700-23	Spray-Applied Fire Proofing	2 nd Floor – 3-5/E-F Quadrant	NAD
3700-24	Spray-Applied Fire Proofing	2 nd Floor – 3-5/E-F Quadrant	NAD

Analysis Method: PLM with Dispersion Staining
NAD – No Asbestos Detected

Asbestos was not detected in bulk samples of suspect asbestos-containing materials collected during the roof survey from the Eastern Data Center located at 3700 Wake Forest Road, Raleigh, North Carolina.

QUALIFICATIONS

This report summarizes Matrix’s evaluation of the conditions observed at the subject facility during the course of the facility survey. Our findings are based upon our observations at the facility and analyses of the samples obtained at the time of this survey. Additional asbestos-containing materials may exist (undetected) in other portions of the facility due to inaccessibility or due to an undetectable change in materials. Any conditions discovered which deviate from the data contained in this report should be presented to us for our evaluation.

Matrix appreciates the opportunity to have provided these services. We would be glad to discuss any of the results contained in this report, at your convenience. If there are any questions concerning this report or results, please contact us.

Sincerely,
MATRIX HEALTH AND SAFETY CONSULTANTS, L.L.C.



Todd E. Daugherty
Project Principal

Attachments: Laboratory Analysis Report



EMSL Analytical, Inc.

2500 Gateway Centre Blvd., Suite 600 Morrisville, NC 27560

Tel/Fax: (919) 465-3900 / (919) 465-3950

<http://www.EMSL.com> / raleighlab@emsl.com

EMSL Order: 292306029

Customer ID: MATR63

Customer PO:

Project ID:

Attention: Todd Daugherty
Matrix Health & Safety
2900 Yonkers Road, Suite B
Raleigh, NC 27604

Phone: (919) 868-2136

Fax: (919) 882-9926

Received Date: 08/10/2023 3:45 PM

Analysis Date: 08/11/2023

Collected Date: 08/10/2023

Project: 3700 Wake Forest Road

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3700-01-Roofing 1 <small>292306029-0001</small>	Roof Core/Main Roof	Brown/Gray Fibrous Homogeneous	65% Cellulose 20% Glass	15% Non-fibrous (Other)	None Detected
3700-01-Roofing 2 <small>292306029-0001A</small>	Roof Core/Main Roof	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-01-Roofing 3 <small>292306029-0001B</small>	Roof Core/Main Roof	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-01-Roofing 4 <small>292306029-0001C</small>	Roof Core/Main Roof	Brown/Tan Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
3700-01-Roofing 5 <small>292306029-0001D</small>	Roof Core/Main Roof	Brown/Gray Fibrous Homogeneous	25% Cellulose 5% Glass	55% Ca Carbonate 15% Non-fibrous (Other)	None Detected
3700-02-Roofing 1 <small>292306029-0002</small>	Roof Core/Main Roof	Brown/Gray Fibrous Homogeneous	55% Cellulose 20% Glass	25% Non-fibrous (Other)	None Detected
3700-02-Roofing 2 <small>292306029-0002A</small>	Roof Core/Main Roof	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-02-Roofing 3 <small>292306029-0002B</small>	Roof Core/Main Roof	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-02-Roofing 4 <small>292306029-0002C</small>	Roof Core/Main Roof	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
3700-02-Roofing 5 <small>292306029-0002D</small>	Roof Core/Main Roof	Brown/Gray Fibrous Homogeneous	10% Cellulose 5% Glass	50% Gypsum 35% Non-fibrous (Other)	None Detected
3700-03-Roofing 1 <small>292306029-0003</small>	Roof Core/Patched Filled in Roof	Brown/Gray Fibrous Homogeneous	65% Cellulose 20% Glass	15% Non-fibrous (Other)	None Detected
3700-03-Roofing 2 <small>292306029-0003A</small>	Roof Core/Patched Filled in Roof	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-04-Roofing 1 <small>292306029-0004</small>	Roof Core/Patched Filled in Roof	Brown/Gray Fibrous Homogeneous	55% Cellulose 20% Glass	25% Non-fibrous (Other)	None Detected
3700-04-Roofing 2 <small>292306029-0004A</small>	Roof Core/Patched Filled in Roof	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-05 <small>292306029-0005</small>	Seam Caulk on Metal Duct/Roof	Gray/Clear Non-Fibrous Homogeneous		5% Ca Carbonate 5% Matrix 90% Non-fibrous (Other)	None Detected
3700-06 <small>292306029-0006</small>	Seam Caulk on Metal Duct/Roof	Gray Non-Fibrous Homogeneous		5% Ca Carbonate 5% Gypsum 90% Non-fibrous (Other)	None Detected

Initial report from: 08/11/2023 11:53:26



EMSL Analytical, Inc.

2500 Gateway Centre Blvd., Suite 600 Morrisville, NC 27560

Tel/Fax: (919) 465-3900 / (919) 465-3950

<http://www.EMSL.com> / raleighlab@emsl.com

EMSL Order: 292306029
Customer ID: MATR63
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3700-07 <small>292306029-0007</small>	Skylight Caulk (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-08 <small>292306029-0008</small>	Skylight Caulk (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-09 <small>292306029-0009</small>	Skylight Window Caulk (Black)	Brown/Black Non-Fibrous Homogeneous		5% Ca Carbonate 5% Matrix 90% Non-fibrous (Other)	None Detected
3700-10 <small>292306029-0010</small>	Skylight Window Caulk (Black)	Black Non-Fibrous Homogeneous		5% Ca Carbonate 5% Gypsum 90% Non-fibrous (Other)	None Detected
3700-11 <small>292306029-0011</small>	Perimeter Coping Caulk	White/Clear Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-12 <small>292306029-0012</small>	Perimeter Coping Caulk	Gray/White Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
3700-13 <small>292306029-0013</small>	Seam Mastic on Curved Vent	Brown/White Non-Fibrous Homogeneous		10% Ca Carbonate 5% Matrix 85% Non-fibrous (Other)	None Detected
3700-14 <small>292306029-0014</small>	Seam Mastic on Curved Vent	Brown/Gray Non-Fibrous Homogeneous		5% Ca Carbonate 5% Matrix 90% Non-fibrous (Other)	None Detected
3700-15 <small>292306029-0015</small>	Seam Caulk on Metal Duct (Cream)	Gray/Beige Non-Fibrous Homogeneous		10% Ca Carbonate 10% Matrix 80% Non-fibrous (Other)	None Detected
3700-16 <small>292306029-0016</small>	Seam Caulk on Metal Duct (Cream)	Gray/White Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
3700-17 <small>292306029-0017</small>	Cool Seal on Skylight Metal Coping	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3700-18 <small>292306029-0018</small>	Cool Seal on Skylight Metal Coping	Gray/Black/Blue Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
3700-19 <small>292306029-0019</small>	Spray-Applied Fireproofing/2nd Floor	Tan/Gold Fibrous Homogeneous	15% Cellulose	55% Ca Carbonate 10% Micaceous Flakes 20% Non-fibrous (Other)	None Detected
3700-20 <small>292306029-0020</small>	Spray-Applied Fireproofing/2nd Floor	Tan/Gold Fibrous Homogeneous	15% Cellulose	55% Ca Carbonate 10% Micaceous Flakes 20% Non-fibrous (Other)	None Detected
3700-21 <small>292306029-0021</small>	Spray-Applied Fireproofing/2nd Floor	Tan Fibrous Homogeneous	15% Cellulose 5% Glass	30% Ca Carbonate 5% Micaceous Flakes 45% Non-fibrous (Other)	None Detected
3700-22 <small>292306029-0022</small>	Spray-Applied Fireproofing/Filled in Quadrant	Gray Fibrous Homogeneous	20% Cellulose	55% Ca Carbonate 10% Matrix 15% Non-fibrous (Other)	None Detected
3700-23 <small>292306029-0023</small>	Spray-Applied Fireproofing/Filled in Quadrant	Gray Fibrous Homogeneous	20% Cellulose	55% Ca Carbonate 10% Matrix 15% Non-fibrous (Other)	None Detected
3700-24 <small>292306029-0024</small>	Spray-Applied Fireproofing/Filled in Quadrant	Gray Fibrous Homogeneous	20% Cellulose 5% Glass	30% Ca Carbonate 10% Matrix 35% Non-fibrous (Other)	None Detected

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EMSL Order: 292306029
Customer ID: MATR63
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Project ID:

Analyst(s)

Joshua Moorman (16)

Roxsee Stover (18)

Billy Barnes, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Morrisville, NC NVLAP Lab Code 200671-0, VA 3333 000278, WVA LT000296

Initial report from: 08/11/2023 11:53:26

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FORM OF PROPOSAL

Emergency Roof Replacement for the Eastern Data Center Contract: _____

NC Department of Information Technology

Bidder: _____

SCO # 22-25159-01A

Date: _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with 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).

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

State of North Carolina through the North Carolina Department of Information Technology

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

Emergency Roof Replacement for the Eastern Data Center

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

North Carolina Department of Information Technology and Osterlund Architects, PLLC

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(\$)

General Subcontractor:

_____ Lic _____

Plumbing Subcontractor:

_____ Lic _____

Mechanical Subcontractor:

_____ Lic _____

Electrical Subcontractor:

_____ 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.

ALTERNATES:

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" or "deducted from" the base bid. (Strike out "Add" or "Deduct" as appropriate.)

GENERAL CONTRACT:

Alternate No. G-1 Skylight Replacement

(Add) (Deduct) _____ Dollars(\$)

Alternate No. G-2 Roof Drain Replacement

(Add) (Deduct) _____ Dollars(\$)

Alternate No. G-3 Recaulk Existing Parapet Metal Panels

(Add) (Deduct) _____ Dollars(\$)

Alternate No. G-4 Fall Protection at Existing Roof Hatch

(Add) (Deduct) _____ Dollars(\$)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

No. 1	<u>Wood Blocking Replacement</u>	<u>Board</u>	Unit Price (\$)	<u> </u>
No. 2	<u>4" Roof Drain Replacement</u>	<u>Each</u>	Unit Price (\$)	<u> </u>
No. 3	<u>6" Roof Drain Replacement</u>	<u>Each</u>	Unit Price (\$)	<u> </u>
No. 4	<u>8" Roof Drain Replacement</u>	<u>Each</u>	Unit Price (\$)	<u> </u>
No. 5	<u>Roof Drain Replacement, increase size</u>	<u>Each</u>	Unit Price (\$)	<u> </u>
No. 6	<u>Cover Board Replacement</u>	<u>Sheet</u>	Unit Price (\$)	<u> </u>

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

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 value of the bids that will be performed by the minority businesses. **Also** 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 own workforce 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.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent 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 equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

* **OR** *

If less than the 10% goal, 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 and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers 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.

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 _____

(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

Title _____
(Owner/Partner/Pres./V.Pres)

Address _____

ATTEST:

By: _____

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

License No. _____

Federal I.D. No. _____

Email Address: _____

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 _____ Addendum No. 3 _____ Addendum No. 5 _____ Addendum No. 6 _____

Addendum No. 2 _____ Addendum No. 4 _____ Addendum No. 6 _____ Addendum No. 7 _____

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

*Minority Category

**HUB Certified (Y/N)

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

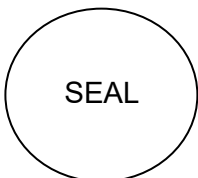
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____

(Name of Bidder)

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

(Name of Project)

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

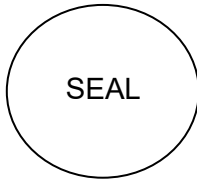
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

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

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

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

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

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

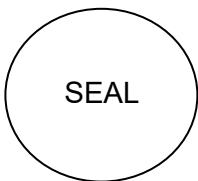
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

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

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

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

Examples of documentation that may 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.

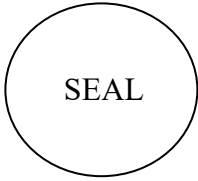
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

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FORM OF CONSTRUCTION CONTRACT

(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the _____ day of _____ in the year of 20__ by _____ and _____ between _____

_____ hereinafter called the Party of the First Part and the State of North Carolina, through the _____

_____ hereinafter called the Party of the Second Part.

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management, and drawings, titled:

Consisting of the following sheets:

Dated: _____ and the following addenda:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within _____ consecutive 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 agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

(\$ _____).

Summary of Contract Award:

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. 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 _____ 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: _____

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

Attest: (Corporation)

By: _____

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

The State of North Carolina through*

(CORPORATE SEAL)

(Agency, Department or Institution)

Witness:

By: _____

Title: _____

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FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project

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

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

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

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

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

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

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

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

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

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

Contractor: (Trade or Corporate Name)

By: _____

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

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney

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Sheet for Attaching Insurance Certificates

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APPROVAL OF THE ATTORNEY GENERAL

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**CERTIFICATION BY THE OFFICE OF STATE
BUDGET AND MANAGEMENT**

Provision for the payment of money to fall due and payable by the

under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This _____ day of _____ 20____.

Signed _____
Budget Officer

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.
7. Miscellaneous provisions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 017300 "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: Eastern Data Center Roof Replacement, SCO # 22-25159-01A.

1. Project Location: 3700 Wake Forest Road, Raleigh, NC 27609.

- B. Owner: North Carolina Department of Information Technology (NCDIT).

1. Owner's Representative:
 - a. Tony Brackett
tony.brackett@nc.gov,
(828) 247-8402.

C. Architect: Osterlund Architects, PLLC.

1. Architect's Representative:
 - a. Kristen Osterlund
kristen@aoarchitect.com
(919) 600-3355
 - b. Camilo Peña
camilo@aoarchitect.com
(919) 591-3173

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

1. Structural Engineer: Lysaght & Associates, PA Structural Engineers.
 - a. Representative:
 - 1) Mark Blankinship
Markb@lysaghtassociates.com
(919) 833-0495 ext 229
2. Building Envelope: Richard A. Nuhn, PE Consultants.
 - a. Representative:
 - 1) Rick Nuhn
ricknuhn@nuhnbec.com
(336) 855-1182
3. Mechanical and Electrical Engineer: Sigma Engineered Solutions, PC.
 - a. Representatives:
 - 1) MECHANICAL
Paul Romiti
promiti@sigmaes.com
(919) 840-9300
 - 2) ELECTRICAL
Reggie Adams
radams@sigmaes.com
(919) 840-9300

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
 1. The Project includes demolition of roofing, skylights and roof drains and installation of new roofing, skylights and roof drains, associated mechanical, electrical and structural

work at skylights and existing rooftop equipment and other Work indicated in the Contract Documents.

B. Type of Contract:

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

1.6 WORK PERFORMED BY OWNER

- A. Cooperate fully with Owner, so work may be carried out smoothly, without interfering with or delaying Work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
 1. Owner will perform IT work to disconnect/reconnect IT equipment on roof.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on 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. Limits on Use of Site: Confine construction operations to roof and areas on site that are approved by Owner for Contractor parking, storage, and roof access.
 2. Driveways, Walkways and Entrances: Keep driveways loading areas, 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.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy Project site and existing 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.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. **Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.**

1.9 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
 - 1. Weekend Hours: Contractor may request permission to work during weekend hours.
 - 2. Early Morning Hours: Contractor may request permission to work during early morning hours.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
 - 1. Notify Architect and Owner not less than three days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Smoking and Controlled Substance Restrictions: Use of tobacco products, vaping, alcoholic beverages, and other controlled substances on Project site is not permitted.
- E. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site **inside** the building. Require personnel to use identification tags at all times **inside** the building.
- F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.10 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. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Quantity allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

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

1.4 SELECTION AND PURCHASE

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

1.5 ACTION SUBMITTALS

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

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include [**taxes,**]freight[,] and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Include 400 linear feet of 2x6 PT wood blocking replacement for roofing, in locations where blocking is noted as "Field verify configuration and condition – Existing to remain", as specified in Section 061050 "Rough Carpentry for Roofing" and as shown on Drawings.
1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
 2. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."
- B. Allowance No. 2: Quantity Allowance: Include 1,600 square feet of cover board replacement for roofing, in locations to be determined where existing cover board may be damaged, as specified in Section 061050 "Rough Carpentry for Roofing" and as shown on Drawings.

1. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
2. Coordinate quantity allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1 – Wood blocking replacement:

1. Description: Replace wood blocking for roofing in accordance with Section 061050 "Rough Carpentry for Roofing."
2. Unit of Measurement: (1) board - 8 foot long 2x6.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

B. Unit Price No. 2 – 4” Roof drain replacement:

1. Description: Replace roof drain in accordance with the following:
 - a. Provide ZURN-ZC121 12” diameter coated cast iron roof drain with combination membrane flashing clamp/gravel guard and low silhouette cast iron dome. Pipe Size 4”. Similar products manufactured by Watts or Josam shall be considered equals.
2. Unit of Measurement: Each.

C. Unit Price No. 3 – 6” Roof drain replacement:

1. Description: Replace roof drain in accordance with the following:
 - a. Provide ZURN-ZC121 12” diameter coated cast iron roof drain with combination membrane flashing clamp/gravel guard and low silhouette cast iron dome. Pipe Size 6”. Similar products manufactured by Watts or Josam shall be considered equals.
2. Unit of Measurement: Each.

D. Unit Price No. 4 – 8” Roof drain replacement:

1. Description: Replace roof drain in accordance with the following:
 - a. Provide ZURN-ZC121 12” diameter coated cast iron roof drain with combination membrane flashing clamp/gravel guard and low silhouette cast iron dome. Pipe Size 8”. Similar products manufactured by Watts or Josam shall be considered equals.
2. Unit of Measurement: Each.

E. Unit Price No. 5 – Roof drain replacement, increase size:

1. Description: If Alternate No. G-2 for 6" roof drains is accepted and existing drains are found to be 8", the cost to change from 6" to 8" roof drain. Roof drains are specified above in Unit Prices No. 3 and No. 4.
2. Unit of Measurement: Each.

F. Unit Price No. 6 – Cover Board Replacement:

1. Description: Replace cover board.
2. Unit of Measurement: (1) sheet – 4' x 8' x 5/8" thick
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200

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SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. G-1: Skylights Replacement.

1. Base Bid: Replacement of skylights is not included in Base Bid.
2. Alternate: Replace skylights as indicated on Drawings and as specified in Section 086250 "Skylights."

B. Alternate No. G-2: Roof Drain Replacement.

1. Base Bid: Replacement of roof drains is not included in Base Bid. Unit prices for roof drain replacement are required to be submitted in the Form of Proposal.
2. Alternate: Replace all roof drains with 6" drains as specified in Section 012200 "Unit Prices."

C. Alternate No. G-3: Recaulk Existing Parapet Metal Panels.

1. Base Bid: Recaulking of existing parapet metal panels is not included in Base Bid.
2. Alternate: Recaulk existing parapet metal panels as indicated on Drawings and as specified in Section 079010 "Sealants for Roofing."

D. Alternate No. G-4: Fall Protection at Existing Roof Hatch.

1. Base Bid: Fall protection at existing roof hatch is not included in Base Bid.
Alternate: Provide fall protection at existing roof hatch as indicated on Drawings.

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect's ASI form.

1.4 PROPOSAL REQUESTS

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

finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

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

1.5 ADMINISTRATIVE CHANGE ORDERS

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

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form provided as part of Owner's web-based Project management software.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on Architect's CCD form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with 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. Identification: Include the following Project identification on the schedule of values:

- a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Architect.
 - e. Architect's Project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. 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.
 6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 7. Purchase Contracts: Provide a separate line item in the schedule of values for each Purchase contract. Show line-item value of Purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
 8. Overhead Costs, Proportional Distribution: Include total cost and proportionate share of general overhead and profit for each line item.
 9. Overhead Costs, Separate Line Items: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 10. Temporary Facilities: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.

11. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling [five] <Insert number> percent of the Contract Sum and subcontract amount.
12. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. 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 day of the month specified in General Conditions. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 1. Other Application for Payment forms proposed by the Contractor may be acceptable to Architect and Owner. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 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.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. AIA Document G706.
 6. AIA Document G706A.
 7. AIA Document G707.
 8. Evidence that claims have been settled.

9. 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.
10. Final liquidated damages settlement statement.
11. Proof that taxes, fees, and similar obligations are paid.
12. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 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.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

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 by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner 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. Owner name.
 3. Owner's Project number.
 4. Name of Architect.
 5. Architect's Project number.
 6. Date.
 7. Name of Contractor.
 8. RFI number, numbered sequentially.
 9. RFI subject.
 10. Specification Section number and title and related paragraphs, as appropriate.
 11. Drawing number and detail references, as appropriate.
 12. Field dimensions and conditions, as appropriate.
 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 14. Contractor's signature.
 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow three days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.

- d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
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 of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at each project meeting. 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.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises[**and existing building**].
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.
 - cc. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. 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 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.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - l. 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.
- D. Progress Meetings: Architect will conduct progress meetings during Architect site visits at weekly intervals. Architect will conduct monthly SCO meeting.
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) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of Proposal Requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) 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.
- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these

- meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site use.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of RFIs.
 - 14) Proposal Requests.
 - 15) Change Orders.
 - 16) Pending changes.
 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Site condition reports.
 - 6. Unusual event reports.
- B. Related Requirements:
 - 1. Section 014000 "Quality Requirements" for schedule of tests and inspections.
 - 2. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.

1.3 DEFINITIONS

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

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

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.
- B. Startup construction schedule.
 - 1. Submittal of cost-loaded startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- E. Construction Schedule Updating Reports: Submit biweekly and with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Material Location Reports: Submit at weekly intervals.
- H. Site Condition Reports: Submit at time of discovery of differing conditions.
- I. Unusual Event Reports: Submit at time of unusual event.
- J. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.

1.6 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.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting, using CPM scheduling.
 - 1. In-House Option: Owner may waive requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
 - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- C. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- 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 **14** days, unless specifically allowed by Architect.
 - 2. Temporary Facilities: Indicate start and completion dates for the following as applicable:
 - a. Securing of approvals and permits required for performance of the Work.
 - b. Temporary facilities.
 - c. Construction of mock-ups, prototypes and samples.
 - d. Owner interfaces and furnishing of items.
 - e. Interfaces with Separate Contracts.

- f. Regulatory agency approvals.
 - g. Punch list.
 3. Procurement Activities: Include procurement process activities for the following long lead-time 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.
 4. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 5. 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. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use-of-premises restrictions.
 - e. Seasonal variations.
 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Building flush-out.
 - m. Startup and placement into final use and operation.
 - n. Commissioning.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Pre-Final Inspection, 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 biweekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one day 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 30 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, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. 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.

1.8 CPM SCHEDULE REQUIREMENTS

- A. Prepare network diagrams using AON (activity-on-node) format.

- B. 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.
- C. 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.
 - l. 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.
- D. 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.
- E. 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).
- F. 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.
- G. 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.

1.9 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Testing and inspection.
 8. Accidents.
 9. Meetings and significant decisions.
 10. Unusual events.
 11. Stoppages, delays, shortages, and losses.
 12. Meter readings and similar recordings.

13. Emergency procedures.
 14. Orders and requests of authorities having jurisdiction.
 15. Change Orders received and implemented.
 16. Construction Change Directives received and implemented.
 17. Services connected and disconnected.
 18. Equipment or system tests and startups.
 19. Partial completions and occupancies.
- B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
1. Material stored prior to previous report and remaining in storage.
 2. Material stored prior to previous report and since removed from storage and installed.
 3. Material stored following previous report and remaining in storage.
- C. 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.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
 - a. Copy Architect on unusual event reports.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
 - 3. Periodic construction video recordings.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos on CD-ROM or thumb-drive or by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in file metadata tag or in web-based Project management software site:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of location, vantage point, and direction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- C. Video Recordings: Submit video recordings within seven days of recording.

1. Submit video recordings on CD-ROM or thumb drive or by uploading to web-based Project management software site. Include copy of key plan indicating each video's location and direction.
2. Identification: With each submittal, provide the following information in file metadata tag or on web-based Project management software site:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
3. Transcript: Prepared on 8-1/2-by-11-inch (215-by-280-mm) paper, punched and bound in three-ring binders. Provide label on front and spine. Include a cover sheet with label information. Include name of Project and date of video recording on each page.

1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. 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 high-definition mode. Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- D. Metadata: Record accurate date and time from camera.
- E. File Names: Name media files with date, Project area and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 1. Take photographs of areas on site used for Contractor parking and storage.

2. Take photographs of Contractor access route(s) from parking to roof. Interior and Exterior.
 3. Take photographs of each exterior elevation of the building, including the parapets, and the landscaping adjacent to the building.
 4. Take photographs of the roof including parapets.
 5. Take additional photographs as required to record existing conditions.
 6. Document any existing damaged conditions in writing and with notes, arrows, circles on photographs and review with Architect and Owner.
- C. Periodic Construction Photographs: Take photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

1.6 CONSTRUCTION VIDEO RECORDINGS

- A. Contractor has the option to provide construction video recordings in addition to construction photographs. Architect may request Contractor to provide video recordings if needed.
- B. Narration: Describe scenes on video recording by audio narration by microphone while or dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
1. Confirm date and time at beginning and end of recording.
 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.
- D. Periodic Construction Video Recordings: Record video recording weekly. Select vantage points to show status of construction and progress since last video recordings were recorded.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 013233 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and Final Completion construction photographs.
5. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
6. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
7. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: 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. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
 3. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled date of fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.4 SUBMITTAL FORMATS

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

15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: 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. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. 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.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 20 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. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 20 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are 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 concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: 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. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: 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. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: 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. Certificates and Certifications Submittals: 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. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 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. 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. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file paper copies 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. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: 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. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

EMERGENCY ROOF REPLACEMENT
FOR THE EASTERN DATA CENTER
Osterlund Architects, PLLC #2302

Construction Documents
SCO # 22-25159-01A

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for 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. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. 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.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 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 and Inspections: 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 Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

- D. **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.
- E. **Source Quality-Control Tests and Inspections:** Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- F. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- G. **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.
- H. **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.

1.4 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. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. **Delegated Design Services Statement:** 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.

1.5 CONFLICTING REQUIREMENTS

- A. **Conflicting Standards and Other Requirements:** If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified is 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.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. 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.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- E. Reports: Prepare and submit certified written reports and documents as specified.
- F. 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 reinspecting.
- 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. Name, address, telephone number, and email address of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement of whether conditions, products, and installation will affect warranty.
 7. 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. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement of whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. 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 is similar in material, design, and extent to those indicated for this Project.
- F. **Specialists:** Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
 - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. **Testing and Inspecting Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with 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, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

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.
 - 1. 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 reinspecting 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 Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. 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 013300 "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 preinstallation 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. Contractor's Associated Requirements and 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. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. 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.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

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:
1. 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 and authorities' having jurisdiction 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.
 1. 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 017300 "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 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- C. "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.
- D. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- E. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- F. "Provide": Furnish and install, complete and ready for the intended use.
- G. "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.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- 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. 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. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 2. ICC - International Code Council; www.iccsafe.org.
 3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- C. 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. EPA - Environmental Protection Agency; www.epa.gov.
 2. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 3. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
- D. 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. USAB - United States Access Board; www.access-board.gov.
 2. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. 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. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cdph.ca.gov/Programs/CCDPPH/DEODC/EHLB/IAQ/Pages/Main-Page.aspx.
 2. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
 - 1. Provide backflow devices at connections to existing water system.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
 - 1. Provide any special power needs not readily available from the Owner's existing system.

1.4 INFORMATIONAL SUBMITTALS

- A. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- 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.
- C. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
2. Indicate methods to be used to avoid trapping water in finished work.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 1. Furniture required for Project-site documents, including file cabinets, plan tables, plan racks, and bookcases.
 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 3. Drinking water and private toilet.
 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 1. Store combustible materials apart from building.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

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

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.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- 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.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area, using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.3 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash 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.

- B. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- C. 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. Comply with the following:
 - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.
 - 2. Utilize designated area within existing building for temporary field offices.
 - 3. Maintain support facilities until Architect schedules Final Acceptance inspection. Remove before Final Acceptance. Personnel remaining after Final Acceptance will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. 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.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs are not required.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touch up signs, so they are legible at all times.
- F. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- 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. Existing Elevator Use: Use of Owner's existing elevators is not required and is not permitted.

- I. Existing Stair Usage: Use of Owner's existing stairs is not required and is not permitted.

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.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. 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. Provide walk-off mats at each entrance through temporary partition.
- E. 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 in accordance with requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses 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 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.

3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard and replace stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

3.7 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 Final Acceptance. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Final Acceptance, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
 - 2. Section 012100 "Allowances" for products selected under an allowance.
 - 3. Section 012300 "Alternates" for products selected under an alternate.
 - 4. Section 014200 "References" for applicable industry standards for products specified.
 - 5. Section 01770 "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, 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. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

1. Evaluation of Comparable Products: 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. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

1.4 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.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

- a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

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

C. Storage:

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

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties 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 that 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."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
 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 that 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."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
 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 may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require the phrase "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.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies

with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following 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.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. 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.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - 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.
 - 6. Correction of the Work.

- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.
 - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
 - 4. Section 020710 "Selective Demolition for Roofing" for demolition and removal of roofing.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 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, or when encountering the need for cutting and patching of elements whose structural function is not known, 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 specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. 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.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. 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 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, gas service piping, and water-service piping; underground electrical services; and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 2. List of detrimental conditions, including substrates.
 3. List of unacceptable installation tolerances.
 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. 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.
 - 4. Maintain minimum headroom clearance of **96 inches (2440 mm)** in occupied spaces and **90 inches (2300 mm)** in unoccupied spaces, unless otherwise indicated on Drawings.
- 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 satisfactory results as judged by Architect. Maintain conditions required for product performance until Final Acceptance.
- 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 of type expected for Project.
- 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: 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 with manufacturer.
 - 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, as judged by Architect. Fit exposed connections together to form hairline joints.

3.4 CUTTING AND PATCHING

- A. 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 in accordance with requirements in Section 011000 "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. 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, as judged by Architect. 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 eliminate evidence of patching and refinishing.

- a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
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. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above **80 deg F (27 deg C)**.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Final Acceptance.
- 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 017419 "Construction Waste Management and Disposal."
- H. **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.
- I. **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 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Final Acceptance.
- 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.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Preliminary Final Inspection procedures.
 - 2. Final Acceptance procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment.
 - 2. Section 013233 "Photographic Documentation" for submitting Final Completion construction photographic documentation.
 - 3. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 4. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal before Preliminary Final Inspection.
- C. Certified List of Incomplete Items: Final submittal before Final Inspection.

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 PRELIMINARY 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 Preliminary Final Inspection. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.
 - 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 Preliminary Final Inspection. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

3. Advise Owner of changeover in utility services.
 4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 5. Complete final cleaning requirements.
 6. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for Preliminary Final 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. Architect will prepare a punchlist after inspection and will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before Final Inspection will be scheduled.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Acceptance.

1.8 FINAL ACCEPTANCE PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting Final Inspection for determining Final Acceptance, complete the following:
1. List of Incomplete Items: Submit copy of Architect's Preliminary Final Inspection list of items to be completed or corrected (punch list); the list shall state that each item has been completed or otherwise resolved for acceptance.
 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.

1.9 LIST OF INCOMPLETE ITEMS

- 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,, listed by room or space number.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.

- d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in one of the following formats:
- a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.
 - c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- B. 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 by uploading to web-based project software site or by email to Architect.
- C. 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 (215-by-280-mm)** paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. 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 Final Acceptance for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. 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.
 - e. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - i. Remove labels that are not permanent.
 - j. Clean strainers.
 - k. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Final Acceptance.

END OF SECTION 017700

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SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Systems and equipment operation manuals.
 - 2. Systems and equipment maintenance manuals.
 - 3. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 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 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:

1. Initial Manual Submittal: Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
 2. Final Manual Submittal: Submit on digital media acceptable to Architect AND submit three paper copies.
- C. Initial Manual Submittal: Submit draft copy of each manual no later than 10 days after Final Acceptance. Architect will comment on whether general scope and content of manual are acceptable.
1. Correct or revise each manual to comply with Architect's comments.
- D. Final Manual Submittal: Submit each manual in final form prior to submitting request for final payment.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 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 (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components

of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. 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.

1.6 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.
 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- 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."

1.7 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor has delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.
 - 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.

- D. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.8 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. 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.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of maintenance manuals.

1.9 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. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. 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.
- E. 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.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. 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 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
 - 4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned Record Prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.

1.4 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.
1. 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 Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. 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 prints 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 Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "AS-BUILT DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.

3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "AS-BUILT DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

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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:

1. Removal and disposal of existing roofing assemblies, including metal roof panels, single-ply membrane, insulation, and flashings down to existing metal deck.
2. Removal and disposal of any wet, rotten, warped, deteriorated or otherwise damaged wood nailers, blocking, insulation, gypsum board, etc.
3. Removal and disposal of designated existing sheet metal edging, cap flashing, penetration flashing, counterflashing, expansion joint covers, etc.
4. Tear-off will include removal of limited areas of metal wall panels as required to obtain proper flashing heights at building walls. Panels are to be removed, shortened as required, and reinstalled.
5. All work shall comply with requirements of the general conditions, "Construction Facilities and Temporary Controls".
6. Protection of existing facilities, furnishings, plantings, etc. during all operations.
7. Notify Owner's representative immediately upon finding deteriorated materials. See Section 012200 for unit pricing.

1.2 QUALITY ASSURANCE

- A. Comply with all OSHA/EPA regulations, Wake County requirements, and the local landfill facility requirements for removal of roofing materials.

PART 2 - PRODUCTS

2.1 MATERIALS FOR OVERNIGHT TIE-OFFS:

- A. Materials for use in this Section shall be equal to and compatible with materials specified in Section 07 52 30 for the installation of the single-ply membrane.
- B. Primer: All masonry surfaces shall be primed in order to aid in adhesion to concrete, wood and metal surfaces.
- C. Fasteners:
1. All fasteners shall be stainless steel fasteners are required for attachment to

treated wood.

2. Wood Nailers/Plywood to Concrete: 1/4" stainless steel Tapcons.
3. Wood Nailer to Exist Wood and metal decking: #12 stainless-steel screw, long-life coated.
4. Wood Nailer/Plywood to Masonry: 1/4" zamac nailins.
5. Fasteners shall comply with FM 4470 for corrosion-resistance where applicable.

PART 3 - EXECUTION

- 3.1 Limit size of work sections to safeguard adjacent materials, structures, etc. and to minimize dust and noise.
 - A. No tear-off of materials shall begin after 1:00 pm. unless approved by the Designer.
 - B. Weather limitations for tear-off operations are as follows:
 1. Tear-off operations over interior areas may begin when weather forecast is for 30% chance of rain or less for the day of tear-off operations. When forecast is for 30% chance of thunderstorms in afternoon, Contractor shall contact Designer prior to beginning operations of this Section. Source for weather forecasts shall be The Weather Channel.
 - C. Scheduling of all tear-off operations shall be closely coordinated with the Designer and the Owner's Representative to insure proper interior protection is in place prior to beginning work.
- 3.2 Protect existing facilities from damage during work. Do not overload existing paving, curbs, sidewalk, etc. or new or existing construction with demolition debris, equipment, vehicles, containers, etc. Provide canvas tarps at all hoisting points to protect walls.
 - A. Set-up areas for removal of debris shall be designated by the Owner.
 - B. Refer to General Conditions for additional requirements for protection of facilities.
 - C. Contractor shall comply with OSHA 1926.26 regulations for handling and disposal of materials with lead paint.
 - D. Should replacement of metal deck be required, provide protection to interior to protect furnishings. For Area 8, provide protection over the floor to collect debris and prevent damage to flooring.
- 3.3 If possible, remove debris with a large pan and boom-truck. If not, construct a disposal chute to avoid damage to the building or grounds. A disposal chute shall be erected in locations acceptable to the Designer and the Owner's Representative. Excessive dust, as determined by the Owner

- and/or OSHA regulations, generated by demolition shall not be acceptable.
- 3.4 Damage due to demolition operations shall be repaired at the Contractor's expense.
- 3.5 Demolition adjacent to areas to remain shall be performed in a neat manner with straight lines to facilitate tie-ins of replacement materials. Excessive demolition, as determined by the Designer, shall be replaced with similar and equal materials at Contractor's expense.
- 3.6 Demolition shall be performed by personnel familiar with the repair of materials being removed. Provide safety equipment for fall protection on all roof areas without parapet walls.
- 3.7 Contractor shall furnish necessary temporary protection from weather at all areas of demolition to protect interior of building from elements of weather at all times. The Contractor shall be responsible for notifying the Owner of areas of intended work so as to assure proper scheduling of interior protection work.
- 3.8 Due to unacceptable risk of water-intrusion during the execution of the Project, the Contractor shall:
- A. Continuously monitor all areas of demolition to insure that at no time is more area exposed than can be made completely watertight prior to water intrusion due to sudden rains, discharge water due to roofing operations, damage caused by the Contractor to existing process piping, ponding water or water existing within the roofing system.
 - B. At all times maintain an experienced crew in sufficient number with readily available materials to insure the above. At no time leave exposed areas unattended without making watertight repairs.
 - C. To minimize the potential for debris into the building, Contractor shall leave base flashings intact during tear-off operations until the roof deck is has been cleared of membrane and insulation materials being removed. Do not tear-off base flashings first.
 - D. Provide continuous and effective protection of building contents from water or debris by use of acceptable sheet membrane materials and methods during work under the scope of this Contract. Coordinate these activities with the Designers and the Owner's Representative.
- 3.9 TEMPORARY TIE-OFFS:
- A. Prior to any removal of materials, determine the extent and region of work. Clean a tie-in line with approved solvents to which new roofing materials will be temporarily joined to existing roofing as a water cut-off.
 - B. After removal of sheet metal flashing and counterflashing, the Contractor shall provide temporary flashing/tie-offs at expansion joints, equipment curbs, or at perimeter walls that shall be made watertight. Do not attempt to make joints in membrane watertight with glues.
 - 1. Terminations of temporary flashings at walls shall be made watertight with either

pressure bars and sealants or with urethane foam. Use of visqueen is unacceptable.

- C. All tie-offs of field membrane to existing roofing materials shall be made with watertight. All fishmouths shall be cut out and laid flat. Overlay with additional membrane.
- D. All tie-offs shall be completed at the end of each day's work.

3.10. ROOF DRAIN PROCEDURES DURING TEAR-OFF

- A. Roofing Contractor shall furnish and install drain plugs during all tear-off operations, to keep each drain (including secondary drains) plugged temporarily, so that in no case will insulation, membrane cuttings, or any other debris be allowed to get into the drain openings. These plugs shall be a commercial product, specially equipped with a device which affords easy visibility. Use of rags or material wrappings is prohibited. Should accidental spilling into drains occur, the Contractor, at his expense, shall immediately clean out the drain to the satisfaction of Owner's Project Manager. Do not leave plugs in overnight.
- B. Prior to start of work, Contractor shall examine all roof drains and ensure that all roof drains are clean and in working order. At completion of project, Contractor shall watertest all roof drain lines and related storm lines to verify that drainage system is in working order.

END OF SECTION

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.
- B. Membrane roofing (Section 075232).
- C. Metal flashing and trim (Section 076210).

1.2 SUMMARY:

- A. Provide and install all rough carpentry for roofing as shown on Drawings, as specified herein and as required to complete work under this contract.
- B. Provide and install all wood blocking, nailers etc. for roofing as shown on Drawings as specified herein and as required by the Manufacturer of the new roofing membrane.
- C. All wood for roofing details shall be pressure-treated and kiln-dry after treatment to min 19% dry (stamped as KDAT19).

1.3 QUALITY ASSURANCE:

- A. References: Some products and execution are specified in this Section by reference to published specifications or standards of the following (with respective abbreviations used).

American Institute of Timber Construction	(AITC)
American Society for Testing & Materials	(ASTM)
American Plywood Assn.	(APA)
American Wood Preservative Assoc.	(AWPA)
North Carolina State Building Code	(NCSBC)
Underwriters' Laboratories	(UL)

- B. Submittals:

- 1. Certificates: Submit written certificates from processor of fire retardant and preservative treatments, stating type of treatment, Manufacturer of treating material, degree of treatment of wood members processed for this Project. Certificate shall be signed by an officer of the company.
- 2. Product Data: Submit Manufacturer's printed physical and performance data on products specified herein. Data shall be marked to indicate options and choices proposed for use on Project.
 - a. Provide product data on preservation treatment type for wood blocking and plywood, including equivalent retention, and moisture content

3. Fasteners: Submit list of fasteners for use with work of this section. Provide technical data for each fastener including load capacity table for fasteners for specific material into which it will be attached.
- C. Grade Marks: All lumber inclusive of structural framing members, plywood sheathing, flooring and diaphragms) shall bear and be identified by the appropriate grade mark specified herein and/or as shown on Drawings in accordance with NCSBC.
- 1.4 DELIVERY, STORAGE AND HANDLING:
- A. Materials delivered to Site in a wet condition shall be rejected and removed off of Owner's property.
 - B. Stack lumber to insure proper ventilation and drainage. Protect lumber from the elements.
 - C. Store in a manner that will prevent warpage. Do not store on roof areas subject to ponding water. Warped lumber shall removed from project, do not incorporate in any details.
 - D. Do not store lumber on the new roofing membrane or adjacent roof areas without adequate protection to the membrane and flashings.
- 1.5 JOB CONDITIONS:
- A. Time delivery and installation of carpentry to avoid delaying other operations whose work is dependent on or affected by the carpentry work, and to comply with protection and storage requirements.
 - B. Protect installed carpentry from damage due to other work activities and weather. Do not leave treated wood exposed for an extended period which results in bowing and twisting of the member will be reason for rejection and removal from the project.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Moisture Content: Solid wood, preservative treated, shall be kiln-dried to an amount not to exceed 19%.
- B. Grade and Trademark: Grade and trademark shall be on each piece of lumber (or bundle in bundled stock). Use only recognized official marks of Association under whose rules it is graded.
- C. Quality: Lumber shall be sound, thoroughly seasoned, well manufactured, and free from warp that cannot be corrected in process of bridging, bolting, or nailing. Lumber shall comply with PS-20 and shall be identified with grade mark.

- D. Grades and Species of Solid Wood: Blocking & nailers shall be No. 2 Southern Yellow Pine, unless otherwise noted on Drawings.
- E. Preservative Treatment: Preservative Treatment: Where preservative treatment is called for, lumber shall be pressure-treated with Alkaline Copper Quaternary (ACQ) and Copper Azole (CA). Preservative treatment shall be in accordance with AWI Standard LP22 for material in contact with ground or in water or AWWA C28, ground contact with a minimum retention of .40 pcf. Preservative shall not be carried in petroleum solvents. Wood preservative shall be approved by the EPA. Use AWWA retention standards for preservative treatment.
- F. Treated Plywood:
 - 1. Plywood shall meet the requirements of U. S. Product Standard PS-1/ANSI A199.1. Plywood shall be identified with Trademark of American Plywood Association.
 - 2. Plywood shall be treated in accordance with AWWA C9. Plywood shall be dried to a moisture content of 18% or less.
 - 3. Plywood shall be APA Structural I rated sheathing, Exposure I or better, and marked PS-1.
- G: Separator for Treated Wood to Metal:
 - 1. Self-adhering rubberized asphalt, minimum 30 mil thick.

2.2 ACCESSORIES:

- A. All fasteners into treated wood shall be stainless steel. Electro-plated-Galvanized (EG) fasteners is not permitted. Corrosion-resistant screws and nails are required for any component of the roofing system. All fasteners containers shall be clearly marked with grade of stainless steel on labeling.
- B. Nails: Shall be stainless steel nails, size as required by construction. Provide neoprene or EPDM washers for fasteners exposed at the completion of Project. Plated galvanized or zinc-plated nails are not acceptable. Hot-dipped galvanizing shall conform to ASTM A153. Stainless steel shall be grade 316.
 - 1. For Securing to Wood Nailers: 11 oz., 12 ga., annular ring-shank, minimum 7/16" diam. head, stainless steel. Minimum size of head to be 3/8"
- C. Fasteners:
 - 1. All fasteners shall be stainless steel fasteners unless otherwise noted. The use of corrosion-resistant, fluorocarbon-coated steel will not be acceptable.
 - 2. Wood Nailers/Plywood to Concrete: Rawl-Spike as mfd. by Rawplug Co., Inc. or Olympic Spike as manufactured by Olympic.

3. Wood Nailer to Exist Wood: #12 or #14 stainless steel screw.
4. Wood Nailer/Plywood to Masonry: Stainless steel: Rawl-Spike as manufactured by Rawlplug Co., Olympic Spike as mfd by Olympic or Zamac nailin as manufactured by Olympic.
5. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - a. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Contractor must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed. Notify the Project Manager in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- B. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate the work with a minimum of joints or the optimum jointing arrangement. Any wood that is still wet with preservative treatment shall be removed from site.
- C. Do not begin work until all fasteners have been approved by the Architect/ Engineer. Approval will be made only after submittal of samples and product data sheets.
- D. Use of pneumatic-powered nailers shall be only with written approval of the Designer.

3.2 INSTALLATION:

- A. General:
 1. All workers installing fasteners shall wear nail-aprons during execution of work of this Section. Minimize fasteners outside of factory-packaging laying on roof deck or other surfaces which could damage to the roofing system.
 2. Fit carpentry work to other work. Scribe and cope as required for accurate fit. Set carpentry work accurately to required levels and lines with members plumb and true.
 3. Securely attach carpentry work to substrates by anchoring and fastening as specified and as required by applicable building codes. Securement shall be in compliance

with printed FM 1-49 requirements.

- a. Provide washers under bolt heads and nuts in contact with wood.
 - b. Countersink fastener heads where required to prevent damage to roofing membrane or for proper fit of adjacent materials.
 - c. All fasteners left exposed at the completion of the work shall be stainless steel and have neoprene or EPDM gaskets.
4. Fasteners: Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Tighten bolts and screws at installation and re-tighten as required for tight connections prior to closing in of work.
 5. Clean up work area on a daily basis. Do not leave fasteners on roof surfaces, clean-up immediately.
 6. Wood in direct contact with concrete, masonry, or lightweight-insulating-concrete deck shall be treated.

B. Blocking, Nailers, Framing and Curbs:

1. New wood members shall be installed at all roof perimeters, walls, curbs, and similar penetrations. All fasteners into treated wood shall be stainless steel.
 - a. Minimum length of wood to be 36". Nail pattern for blocking on parapet walls to be as shown on drawings.
2. Nailers shall be anchored to resist a minimum force of 250 pounds per lineal foot in any direction. Individual nailer lengths shall not be less than 3 feet long. Nailer fastener spacing shall be at 12 inches on center or 16 inches (on center if necessary to match the structural framing. Fasteners shall be staggered 1/3 the nailer width and installed within 4 inches of each end. Nailer attachment shall meet specifications and the current FM Loss Prevention Data Sheet 1-49.
3. Thickness shall be as required to match substrate or insulation height to allow a smooth transition. Minimum thickness of nailers is 1.5" Wood nailers, blocking, cants, etc., shall be chamfered, beveled, shaved, planed, or shimmed as necessary to provide smooth transition to adjacent materials. New wood shims, where used for providing transition to insulation, shall be pressure treated.
4. Install new nailers with 1/4 inch gap between each length. Plywood shall have 1/8" gap between adjacent sheets of material. Coping joints shall be sealed to prevent air infiltration.
5. Pre-drilling of fastener holes will be required for installation of nailers over any concrete surface.

6. Install all fasteners in a manner that the potential for backing-out is minimized.
- C. For existing wood nailers that are to remain, examine the type, size, and spacing of the existing fasteners. Any fasteners that do not meet the minimum standards specified for new wood installation shall be resecured to meet the standards specified or as shown on the drawings.

3.3 COORDINATION

- A. Notify other trades that will be using wood for securement of their products when attachment is into treated wood. Fasteners for their installation will be required to meet requirements of this section.
- B. Provide divorcement membrane between treated wood and metal studs and metal decking.

END OF SECTION 06 10 50

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.
- B. Thermoplastic Sheet Membrane Roofing membrane (Section 07 52 30).

1.2 SUMMARY

- A. Insulation system shall consist of polyisocyanurate foam board (base layer) placed directly over the substrate (existing gypsum board and metal deck) and gypsum coverboard placed directly over the base layer.
- B. Insulation system shall provide drainage saddles that consist of a tapered insulation sloped, a minimum of 1/4" per foot sloping toward the roof drain sumps. Tapered insulation for 96" square roof drain sumps shall be installed around all roof drains. Install as indicated on Drawings.
- C. Insulation shall be accepted as part of a UL Class A roofing system. System shall be adhered in accordance with FM for I-75 wind securement.
- D. Thermal roof insulation system shall provide and maintain an average R-value of 20.0.
- E. Insulation system shall be fastened in accordance with requirements of roofing membrane manufacturer's requirements, see Section 07 53 22. Supplement with additional fasteners when boards are cut and trimmed due to taper, providing a min of 1 fastener per board.

1.3 QUALITY ASSURANCE

- A. References: Some products and execution are specified in this Section by reference to published specifications or standards of the following (with respective abbreviations used).

The American Society for Testing and Materials (ASTM)
Underwriters' Laboratories, Inc. (UL)
Factory Mutual (FM)

- B. Regulatory Agencies:

1. Underwriters' Laboratories, Inc.:

- a. Products used in the work of this Section when integrated with the total roof assembly shall meet UL Class A Construction.

- C. Qualifications:

1. Manufacturers:

- a. Approval of Contractor: Before beginning any part of the work, submit a letter from Insulation Manufacturer stating that Contractor has been trained by Manufacturer in application of insulation system specified herein; and that Contractor is approved for this work by Manufacturer. Submit on letterhead of company, and signed by an officer of the company, to the Project Manager.

- D. Certificate: Submit a written certificate of compliance from Insulation Manufacturer and jointly signed by the Contractor, stating installation of work of this Section was in accordance with Contract Documents, and in accordance with Manufacturer's printed installation instructions. Certificate shall be on company letterhead and shall be signed by an officer of the company.

1.4 SUBMITTALS:

- A. All submittals shall be in accordance with Division 1 and general conditions.

B. Product Data:

1. Submit Manufacturer's printed data on physical and performance characteristics of materials and systems for work of this Section.
2. Provide technical data sheets on the insulation boards and adhesives.
 - A. Submit detailed information on use of adhesive, including storage, handling, application temperatures, etc.

- C. Manufacturer's Data For Use In Construction Administration: Submit Manufacturer's printed instructions for installation of sealant.

D. Shop Drawings:

1. Use of Contract Drawings reproduced for shop drawings is prohibited.
2. Show layout of mechanical fastening of boards as required herein. Indicate fastener size, type and spacing.
3. Show layout of urethane foam adhesive ribbons to be used for fully-adhered layers of the insulation systems.
4. Show slopes of tapered insulation from high to low points, including any required crickets, and sumps.
5. Show complete tapered layout of boards. Show markings on boards to coincide with layout.

1.5 DELIVERY, HANDLING, AND STORAGE:

- A. Coordinate storage locations with Owner's project Manager.
- B. Delivery: Deliver materials in original, unopened packages or bundles, bearing brand name of Manufacturer, clearly marked with letter-number designations identifying contents as to size, type, physical and performance characteristics.
- C. Storage: Store materials in a dry place, under cover. Store in a manner to prevent deterioration or intrusion of foreign materials. Store off of ground, protected with waterproof tarps. Factory- applied wrapping is not acceptable as the sole means of protection.
- D. Insulation boards shall be protected from ultraviolet light at all times prior to installation. Cover with light-colored, opaque tarp for protection.
- E. Materials on roof shall be stored in a safe manner so as not to exceed allowable roof loads of the storage area.
- F. Materials that are damaged in any way or indicate moisture content above equilibrium shall be rejected as unacceptable. Ensure adequate ventilation to prevent condensation.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Thermal Roof Insulation Base Layer:

- 1. Insulation shall be homogeneous polyisocyanurate foam board with continuous organic/inorganic facers on all surfaces meeting or exceeding the following physical properties:

Property	Test Method/Standard	Value
Foam	ASTM C578, Type VI	Meet or exceed
Comp. Strength	ASTM D1621	20 psi min.
R-Value aged at 75° F	ASTM C518	R = 5.6/ per inch at 75°F.
Water Vapor Transmission	ASTM E96	<1.5 perm. Per inch.
Dimensional Stability	ASTM D2126 change	< 2% linear
Density	ASTM D1622	2.0 lbs./ft3 min.
Foam Flame Spread	ASTM E84	25 max.

2. Minimum thickness of board stock shall be 2.0". Tapered boards shall be manufactured/fabricated with a minimum slope of 1/4"/ft, except as required at roof drain sumps.
3. Board shall meet ASTM C1289, Type II, Class 1, IBC Chapter 26, Section 2603 for Foam Plastic. and FM Class 1 approved.
4. Boards used for base layer shall be 48" x 96" sheets.
5. Insulation shall be manufactured/supplied by the membrane manufacturer.

B. Fire-rated Overlayment Board: Insulation shall be a pre-primed, fiberglass faced, silicone-treated gypsum core board meeting or exceeding the following physical properties:

Property	Test Method/Standard	Value
Comp. Strength	ASTM D1621	500 psi min.
R-Value aged at 75° F	ASTM C518	R=.56/ per in. at 75°F.
Surface Water Absorption	ASTM C473	<2.0 grams
Coefficient of Expansion		10 x 10 ⁻⁶
Water Absorption	ASTM C473	10 % max.
Flame Spread	ASTM E84	0.
Mold resistance	ASTM D3273	mold resistant

2. Minimum thickness of board stock shall be 1/2". Boards used for base layer shall be 48" x 48" sheets.
3. Board shall meet UL Classification UL263, Type X and FM Class 1 approved.
4. Basis for Design is DensDeck Prime roof sheathing. Note that DensDeck prime is required for any sheathing to be used on the backside of parapet walls.

C. Tapered Edge Strips: Shall be asphalt-impregnated woodfiber board. Fabricate in 4'-0" lengths.

D. Foam Adhesive (for any material above the main insulation boards) :

1. Adhesive shall be a single component, moisture-cured, polyurethane adhesive designed specifically for attachment of isocyanurate insulation to a concrete or metal deck.

2. Adhesive is to be packaged in a manner to be dispensed with pressurized, disposable containers.
 3. Adhesive shall have approvals from FM and Miami-Dade County for adhering insulation board to existing membranes and concrete decks.
 4. Basis of Design: "Weathertite" adhesive as manufactured by Millennium Adhesive Products Inc or as approved by the Project Engineer.
- E. Mechanical Fasteners:
1. Fasteners anchoring into metal deck shall be #14 fully threaded, self-tapping, heavy duty Fluorocarbon-coated screws or as approved by the Material Manufacturer and Project Engineer. Fasteners shall be approved by Manufacturer of Roofing Membrane. Fasteners shall meet FM-4470 for corrosion resistance.
 2. Plates for anchoring existing insulation over metal deck shall be with 24 gauge, stainless steel or galvalume-coated steel plates, a minimum of 3" square or round.
 3. Fasteners into wood shall be stainless steel and be provided by the membrane manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Surfaces to receive materials shall be clean, smooth, dry, free of loose or weak material, contaminants, foreign matter, or any irregularities which would adversely affect the insulation or its application.
- B. Surfaces shall be dry at time of application of insulation. No work shall be done in or with the threat of inclement weather. Surfaces shall be free of any form of moisture.
- C. Do not begin installation of insulation system if roof drains in affected areas are not installed to elevation for proper drainage.
- D. Use adhesive only when ambient temperature of deck surface is greater than 40 deg F and less than 110 deg F. Temperature of adhesive shall be a minimum of 70 deg F during dispensing operations. Foam adhesives shall be stored in climate controlled area overnight before use. Do not store on roof level when temperatures are below 40 deg F.
- E. Before installation of any insulation, Roofing Contractor, Owner's Representative, and Designer, together shall inspect existing roof deck to determine its fitness to receive insulation system. Any conditions making it unsuitable shall be corrected prior to commencing work.
- F. Pull-tests for checking of fastener and adhesive capacity shall be performed prior to

beginning work of this section. Evaluation of deck condition shall be a part of this test procedure.

3.2 INSTALLATION OF BASE LAYER, SURFACE LAYER OF ROOF INSULATION SYSTEM:

- A. Materials shall be placed only by workmen skilled in this type of installation. Installation shall be in accordance with the Contract Documents and applicable Manufacturer's printed installation instructions for such work.
- B. Apply all units of insulation with long joints continuous and end joints staggered by half the board length. Broken boards shall be trimmed with straightedge and replaced with cut to fit boards as required by Designer. Multiple layers shall be staggered a minimum of 6" from the layer below.
- C. Joints in base layer shall be tightly butted. Voids greater than 1/4" in width shall be filled with approved joint filler. Cut and fit around roof penetrations with straightedge and saw. Voids greater than 1/2" in width shall be filled with cut-to-fit pieces of insulation board.
- D. Any required crickets or saddles shall be fully-adhered. Use full depth boards or boards a minimum of 1" inch thick for saddles or crickets.
- E. Insulation shall be placed in accordance with Installer's approved shop drawings. In-place vertical insulation joint offsets between adjacent boards shall be less than 1/4". Offsets greater than 1/4" shall be trimmed flush.
- F. Insulation system shall be mechanically fastened to deck, using specified fasteners. Fasten in accordance with FM requirements for Class I construction and a windstorm classification of I-75 but in no case less than one (1) per four square feet with a minimum of two (2) per fraction of a board. Increase fastener spacing in corners and perimeters as per FM standards. Fastener spacing must comply with Membrane manufacturer requirements for membrane securement.
- G. Installed insulation system shall be free of defects, foreign materials and loose boards. All joints shall be properly repaired prior to installation of roofing membrane.
- H. No heavy construction or repetitive traffic shall be done over new roofing materials once the work of this Section commences.

3.3 MECHANICAL SECUREMENT OF INSULATION BOARDS

- A. Fasteners shall be driven vertically into the metal deck. Fasteners shall securely engage deck but shall not be over-driven so as to compress or fracture the insulation board. Fasten boards with no less than twelve fasteners per thirty two square feet with a minimum of two (2) per fraction of a board.
- B. Fastener installation: Installation shall provide for compliance with uplift loads created by wind speeds stated in NC State Building Code with additional securement in the corners and perimeters. Install in accordance with approved shop drawings.

- C. Fasteners shall be installed a minimum of 6" from any board edge.

3.4 APPLICATION OF ADHESIVE FOR OVERLAYMENT BOARD:

- B. Materials shall be placed only by workmen skilled in this type of adhesive. Application shall be in accordance with the Contract Documents and applicable Manufacturer's printed installation instructions for such work.
- C. Prior to installation, a deck-dryness test shall be performed to determine readiness of the substrate. Use methods recommended by NRCA, using glass-pane method.
- D. Sweep surface of deck to remove excess dirt and contaminates. Deck shall be dry, free of sharp edges, loose and foreign materials, oil, and grease.
- E. Apply beads of adhesive on concrete deck in pattern approved by manufacturer for compliance with requirements of the specifications. Each bead shall be continuous and 3/4" to 1" in diameter. Increase density of beads/rods of adhesive at perimeter and corner areas to meet FM requirements.
- F. Note: Boards must be set in adhesive within 3 minutes of application of the adhesive to the deck.
- G. Apply additional adhesive around penetrations and drains.
- H. After installation of insulation boards, boards shall be walked-in continuously every 5-7 minutes minimum for up to 25 minutes. Alternative methods of board weighting can be used when approved by manufacturer.

3.5 CORRECTION OF WORK:

- A. Correct deficiencies in insulation where inspections have indicated that work is not in compliance with Contract Documents.
- B. Correction of work shall be at no additional expense to Owner and no allowance will be made for extension of time.

END OF SECTION 07 22 52

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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.
- B. Rough carpentry for roofing (Section 061050).
- C. Sheet metal flashing and trim (Section 076211)
- D. Sealants for Roofing (Section 070910)

1.1 SECTION INCLUDES:

- A. Provide and install thermoplastic sheet roofing and all related flashing and accessories as shown on Drawings, and as specified herein.

1.2 SYSTEM DESCRIPTION:

- A. Provide a fully-adhered, PVC thermoplastic sheet membrane roofing system, including all flashing, and related items necessary to complete the work described in the Specification and as shown on the Details.
- B. PVC Thermoplastic roofing membrane system shall provide leak-free protection from elements for the building contents and furnishings.
- C. System shall be designed to meet a minimum wind design requirements of the most recent version of ASCE 7, 90 mph. Membrane system shall be warranted for code-required minimum sustain wind loading.

1.3 QUALITY ASSURANCE:

- A. Roofing Contractor:
 - 1. Submit a copy of the Approved Applicator Agreement between the Roofing Contractor and Roofing Membrane Manufacturer.
 - 2. Contractor shall have MSDS sheets for all materials on-site at all times.
- B. Application of the roofing system shall be accomplished by the roofing contractor, his roofing foreman, and sufficient roofing tradesmen who all have been trained and approved by the manufacturer of the single-ply roofing system. The Owner shall be notified in advance of roofing system installation of the potential for use of any sub-contracted labor. Any sub-contractor labor is required to submit evidence of membrane installation training with a letter of certification from the membrane manufacturer.

1. The roofing applicator shall have on the job a foreman with a minimum of 4 years experience as a foreman in the type of roofing work specified, whenever roofing and related flashing work is being done. Foreman shall be required to fully communicate in English and shall be a full-time employee of the roofing contractor.
2. Roofing crew shall have experience in the application of a fully-adhered PVC membrane directly to insulation boards. This project is not to be used as a training project for inexperienced roofers.
3. Should a sub-contractor labor be used, the roofing contractor shall provide full-time supervision. At no time shall a subcontractor be on site without a minimum of 2 full-time employees of the Roofing Contractor on site. Contractor's project superintendent/Project Manager shall be on site at all times during application of roofing membrane by a sub-contractor.

1.4 SUBMITTALS:

- A. All submittals shall be provided to the Project Manager as requested for project records. All submittals shall be in accordance with General Conditions.
- B. Product Data:
 1. Submit Manufacturer's technical and physical data on systems, materials, and products required in this Section.
 2. Submit Manufacturer's technical data on fasteners used in this Section, stating load capacities of each type used on Project.
 3. MSDS sheets shall be submitted in a separate submittal file to be distributed to Owner and school personnel.
 4. List of Materials: Submit complete list of materials proposed for use on this Project for work of this Section. List shall designate specific Manufacturer and product designation, along with specific quality reference (for instance, UL listing, ASTM Specification No.).
- C. Manufacturer's Data For Use In Construction Administration:
 1. Submit Manufacturer's printed instructions for installation of roofing membrane, and related accessories.
 2. Provide fastener schedule indicating all fastener types, pull-out values, sizes, and lengths to be used.
- D. Shop Drawings:
 1. Use of Contract Drawings or manufacturer's printed standard details reproduced for shop drawings is prohibited.

- a. Copying Architectural details and leaving architectural notes on the details is not a shop drawing and will not be accepted for review
 - b. All shop drawings shall be drawn on CAD and be min 1.5"=12" scale for sections and 3"=12" for enlarged details.
2. Show complete roof layout and orientation of membrane. Show all required flashing layouts and types (such as edge metal, coping, pipe supports, etc.)
 - a. Roof plan shall be provided with section marks cross-reference to shop drawing detail.
 3. Show nailers and blocking required to be furnished for securing work of this Section.
 4. Shop drawings shall have been submitted to Membrane Manufacturer's technical Department for review prior to submitting to Owner and Designers. Comments from manufacturer shall be clearly noted on the shop drawings.
 5. Manufacturer standard details printed in product literature are not considered shop drawings and are for reference only. Only job specific details are shop drawings.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Coordinate storage locations with the Owner's Project Manager and Project Designers.
- B. Materials shall be delivered to Site in original tightly sealed or unopened containers/packages, with each container/package bearing label of Manufacturer.
- C. All adhesives shall be stored at temperatures between 40°F and 80°F .
- D. All flammable materials shall be stored in a cool, dry, area, away from sparks and open flames.
- E. Roofing materials shall not be stored on roof in quantities that will exceed design loads, damage insulation, hinder installation or drainage. Store no more than can be used each day on roof unless approved by the Project Designers.
- F. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Unvented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability
- G. Prior to using any adhesives, check containers for date of manufacture. Any material with dates older than 12 months shall be removed from site and new materials ordered for the project.

- H. All landscaped areas damaged by construction shall be repaired at no cost to the Owner.

1.6 PROTECTION:

- A. The Contractor shall be responsible for guarding against fires and shall provide suitable and adequate fire extinguishers and first aid kits conveniently located at the Site. Competent operators shall be in attendance at all times any equipment is subject to use.
- B. Building walls shall be protected adequately (with tarps, or other suitable material) from soil or spillage at all hoisting points. Roofing felts shall not be used for this purpose. Contractor shall be responsible to prevent damage from any operation under this contract. Any such damage shall be repaired at his expense, to Owner's satisfaction, or be restored to original condition.
- C. Provide barricades, retaining ropes and any appropriate signage required by OSHA and/or the Property Manager.

1.7 ENVIRONMENTAL CONDITIONS:

- A. No application of the sheet membrane roofing shall commence nor proceed during or with threat of inclement weather.
- B. All surfaces to be seamed shall be completely dry and free of condensation, dew, frost or other forms of moisture.
- C. Prior to and during application of membrane, all dirt, dust, and debris shall be removed from surface.

1.8 PRE-CONSTRUCTION CONFERENCE:

- A. Prior to commencing roof installation, a pre-construction roofing conference shall be scheduled at the Site by the Roofing Contractor. The following parties shall be represented: Project Construction Manager, Roofing Contractor and his Job Superintendent, Project Manager for Owner, Facility Representative, and Owner's Designer.
 - 1. Review job-specific conditions.
 - 2. Review procedures for unforeseen conditions and the methods that may be necessary.

1.9 ROOFING SYSTEM WARRANTIES

- A. Roofing Material Manufacturer shall provide written guarantee covering defects in design and manufacture of materials, and workmanship for a period of twenty (20) years after the date of final acceptance. Roofing Material Manufacturer shall promptly repair or replace defective work reported within this period, at no cost to Owner. Leaks occurring during normal weather conditions, excluding tornado, lightning, hailstorm and defined acts of negligence, shall be deemed conclusive evidence of faulty design,

materials, and/or workmanship. Warranty shall be in accordance with Section 01 7836.

- B. Additionally, the Roofing Contractor shall warrant all work covered under this Contract to remain free from any water penetration and physical defects caused by defective workmanship for a period of two (2) years from date of final acceptance.
- C. The Membrane Manufacturer shall be responsible for providing technical representation for the project to ensure that installation of the roofing system is in accordance with manufacturer's requirements and that all materials being used are approved for inclusion in the warranty. Proper installation is the responsibility of the membrane manufacturer and not the Owner. Any deficiencies found previous to issuance of the warranty are the responsibility of the Roofing Contractor.

PART 2 - MATERIALS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Products of the following manufacturers that retain physical property values listed in Part 2 of this section will be acceptable for use on the Project when approved (in writing) by Owner's Representative.

Sika-Sarnafil 60 mil minimum S327 PVC membrane
 Soprema 60 mil minimum PVC Sentinel P150 membrane
 Duro-last 60 mil minimum Durofleece PVC

2.2 THERMOPLASTIC SHEET MEMBRANE:

- A. Membrane shall be a reinforced PVC thermoplastic roofing membrane. Membrane shall retain the following values:

Physical Property	Test Method/Standard	Values
Tensile Strength		ASTM D751 (Grab) 375/350 lbs. min.
Tear Strength	ASTM D751	100 lbs. min.
Tear Resistance	ASTM D1004	15/15 lbs. min.
Elongation	ASTM D751	20% warp/ 30% fill
Puncture Resistance	Method 2031 Fed. Std. 101B	250 lbs. min.
Permeability	ASTM E96-A	1.3 gm/m ² /24

Low Temp Flexibility	ASTM D436	-30° F. pass
Wicking Reinforcement	US Army Natick Test	1/8"
Water Absorption	ASTM D570	2.0% max.
Dimensional Stability	ASTM D1204	.05%shrinkage max.
Heat Aging (7 Days @ 200°F Retention of Tensile & elongation)	ASTM D253	Maintain 80% of Original Strength (min.)
Seam Strength Strength	ASTM D751(Grab)	100% of Fabric

B. Membrane shall be rated UL Class A.

C. Basis of Design shall be Sarnafil G410 sheet membrane. Color to be Light Gray.

2.3 THERMOPLASTIC FLASHING MATERIAL:

- A. Base Flashing and Counterflashing: As specified by Membrane Manufacturer for use with membrane specified herein.
- B. Flashing at Stacks, Vents, and Corners: Prefabricated where possible. Field-fabricate from material specified by Membrane Manufacturer or as approved by Project Engineer.
- C. Membrane-coated-metal: min. 24 ga., galvalume, shall be used only where detailed on contract drawings or when permitted in writing by the Project Engineer. Metal shall be fabricated with a one inch cant at all 90° transitions, hem all edges in contact with the membrane, and round all edges. Field-applied membrane-coated-metal is not acceptable.

2.4 THERMOPLASTIC MEMBRANE BONDING AND SEALING ACCESSORIES:

- A. Bonding adhesive, seam sealant, water-cut-off mastic, primers, solvents, temporary sealants and/or other adhesives shall be manufactured or approved in writing by Manufacturer of Roofing Membrane for use with materials specified herein.
- B. Adhesive shall be specifically designed for the intended use.
- C. Adhesives for bonding membrane to overlayment board shall be a moisture-cured urethane-based, water-based, or solvent-based contact-type adhesive used to attach the membrane to the substrate.

2.5 FASTENERS (AT MEMBRANE TERMINATIONS):

A. Fasteners anchoring into wood shall be #15 fully-threaded, self-tapping, heavy-duty stainless steel screws or as approved by the Membrane Manufacturer and Project Engineer. Fastener shall have a shank diameter of 0.190 inch, a thread diameter of 0.245 inch and a #3 Phillips drive head with a diameter of 0.435 inch.

B. All threaded fasteners into non-treated wood substrates shall be fluorocarbon-coated steel. Stainless steel fasteners (ASTM 316 or 304 with 18% chromium and 8% nickel) with neoprene gaskets are required when fastener will be exposed in the final construction.

C. All fasteners into treated wood shall be stainless steel.

2.6 SHEET RESTRAINT:

A. All termination bars and pressure bars shall be a minimum of 0.100 inch thick aluminum, pre-punched a maximum of 8 inches on centers. All bars shall be straight and true with no sharp edges, corners or projections.

B. Termination bars shall have a caulk lip sufficient to accept and retain required sealants. Pressure bars shall be a channel shape (C) where terminating the main field membrane sheet at perimeter. Holes shall be slotted for thermal movement.

C. Approved manufacturers shall be Sarnafil, Olympic, or as approved by the Owner's Representative.

2.7 SEALANTS FOR MEMBRANE SYSTEM:

A. Sealants shall be as specified in Section 07 90 10.

PART 3 - EXECUTION

3.1 PREPARATION OF SUBSTRATE:

A. Substrate to receive roofing materials shall be free of abrupt changes in level, and free of projections which would damage roofing materials. Verify proper installation of wood nailers, blocking and other rough carpentry. All insulation shall be properly installed.

B. Substrate to receive roofing materials shall be free of contaminants such as, but not limited to, asphalt, oil, grease, paint, scale and similar materials.

C. Do not start roofing work until surfaces to be covered are suitable to receive work of this Section.

3.2 INSTALLATION OF THERMOPLASTIC SHEET MEMBRANE:

A. General Requirements for Application of Roofing Materials:

1. Application of insulation, membrane and flashings shall be accomplished in such a way that each area will be complete at end of each day of work. All roof membrane edges and incomplete flashing shall be protected against water entry at all times.
2. Determine the direction of water drainage and the low point of the deck. The orientation of both end laps and side laps shall be such that the direction of water flow is over the laps. The direction of the overlap shall be changed as the direction of the water flow changes.
3. The Contractor shall be responsible for the daily inspection and probing of all heat-welded seams incorporated into the roofing system.
4. Should inconsistencies be found in the quality of the welds, all work shall cease until corrective actions are taken to insure the consistency of all field welding results in acceptable welded seams upon inspection by the manufacturer

B. Roofing Membrane:

1. Each sheet shall be unrolled, positioned in place, cut and trimmed as necessary around roof openings, vent pipes, etc. Allow membrane to relax as recommended by Manufacturer.
 - a. Adjoining rolls shall overlap the fastened edge a minimum of 4 1/2", maintaining proper stagger.
2. Solvent-based Adhesive:
 - a. Over the properly installed and prepared substrate surface, adhesive shall be applied using solvent-resistant 3/4 inch nap paint rollers. The adhesive shall be applied to the substrate at a rate according to manufacturer requirements. The adhesive shall be applied in smooth, even coating with no gaps, globs, puddles or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be coated with adhesive. The first layer of adhesive shall be allowed to dry completely prior to installing the membrane.

When the adhesive on the substrate is dry, the roof membrane is unrolled. Adjacent sheets shall be overlapped 3 inches (75 mm). Once in place, one-half of the sheet's length shall be turned back and the underside shall be coated with adhesive at a rate of 1/2 gallon per 100 ft² (0.2 liters/m²). When the membrane adhesive has dried slightly to produce strings when touched with a dry finger, the coated membrane shall be rolled onto the previously-coated substrate being careful to avoid wrinkles. Do not allow adhesive on the underside of the membrane to dry completely. The amount of membrane that can be coated with adhesive before rolling into substrate will be determined by ambient temperature, humidity and crew. The bonded sheet shall be pressed firmly in place with a water-filled, foam-covered lawn roller by frequent rolling in two directions. The remaining un-bonded half of the sheet shall be folded back and the procedure repeated.

- b. No adhesive shall be applied in seam areas. All membrane shall be applied in the same manner.
3. At perimeters and curbs, mechanically attach membrane in strict accordance with project drawings and the Membrane Manufacturer's specification. The following are considered minimum attachment requirements.
- a. Perimeter securement shall be by use of a continuous aluminum termination bar, secured at 6" oc into substrate.
 - b. Membrane Manufacturer's specifications for FM 1-75 wind securement.
 - c. All fasteners shall be driven perpendicular (90°) to the substrate and shall securely engage deck. Do not overdrive so as to fracture insulation.
 - d. Load distribution plate edges shall be installed no closer than 1/2" to the edge of underlying sheet and no closer than 2" to the edge of overlapping sheet. Plate edges shall be installed parallel to surface of membrane sheets so that uniform stress distribution and restraint is maintained.
 - e. Fasteners shall be fully seated in plates. Protrusion of screw-heads and/or plates into membrane is not acceptable.
5. All seam areas of membrane shall be cleaned prior to welding. Contaminated membrane shall be wiped with a dry cloth or as recommended and approved in writing by the Manufacturer. Any solvent dispersion on top of roof membrane is prohibited unless approved by membrane manufacturer
6. Seaming shall be hot-air welded by use of automatic welder. Hand-held welders are not acceptable for main seams except at termination of sheet and at T-joints. Minimum width of homogeneous field welds is 1.5".
- a. Membrane shall be held tight during welding to prevent wrinkles, fishmouths, etc. at seam. Round all edges of end laps prior to welding.
 - b. All seams including main seams, end seams, splices, patches, flashing, etc. shall be dry, smooth, straight and of correct width prior to joining. Clean as specified.
 - c. All seams and non-seamed edges of the sheet, such as top edge of flashing, shall be straight, square and true. Use of a straight edge, chalk line, etc. is required wherever cutting of membrane is required.
 - d. All hand-welds shall have a min 1" wide solid weld at the edge and a "pre-weld" seal of a min of 2" starting a min of 3" back from edge of seam.
 - e. Test cuts for main seams shall be made daily, min of 2. Test cuts to be welded to filed membrane and remain in place until membrane manufacturer reviews them. Test cuts of hand-welds will be required, at random, as determined by the field inspections made by manufacturer.

7. All seams shall be checked after cooling and repaired if required, by the Contractor within 24 hours after hot-air welding. Checking of seams shall be accomplished with the use of a tool manufactured or fabricated for this specific purpose. Ballpoint pens, nails, etc. are not acceptable. Do not leave project site for weekend or other extended periods of time without thoroughly checking all seams. Daily test cuts are required.
8. After initial seam check by the Roofing Contractor, Material Manufacturer's Representative shall also inspect seam.
 - a. Seams with blisters, fishmouths, wrinkles or other defects are unacceptable and shall be repaired.
 - b. Patching and repair of defective seams shall be as directed by Membrane Manufacturer and approved by Owner's Representative prior to commencing corrective work. Minimum patch to be 4" x 4" fully hot-air welded.
9. Install sheet restraining bars at appropriate locations in accordance with the Manufacturer's latest printed instructions and as shown on Details. Bridging or floating of the membrane at closures is not acceptable. Install with a 1/4" gap between ends of each bar.
10. Exposed sheet restraint bars shall be termination bars, with caulk-lip filled solid with sealant full length. Sealant shall be tooled to shed water.

C. Flashing System:

1. Install all membrane flashing system in accordance with Manufacturer's printed recommendations and as shown on Details.
2. Flashing details for metal-fabrication practices and installation methods shall conform to the applicable requirements Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue) and Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.
3. Adhesive for Membrane Flashings
 - a. Over the properly installed and prepared flashing substrate, adhesive shall be applied according to instructions found on the Product Data Sheet. The adhesive shall be applied in smooth, even coats with no gaps, globs or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be flashed. The bonded sheet shall be pressed firmly in place with a hand roller.
 - b. No adhesive shall be applied in seam areas that are to be welded. All panels of membrane shall be applied in the same manner, overlapping the edges of the panels as required by welding techniques.
4. Flashing system shall extend a minimum of 8" above membrane level and a minimum of 4" onto horizontal roof deck surface.

5. Sheet flashing material shall be welded to main roof sheet prior to welding to the vertical surfaces. Round all exposed edges at end laps and target sheets.
6. Splice or lap shall extend a minimum of 3" beyond protrusion or fasteners which attach membrane to horizontal nailer. End-lap membrane a minimum of 6".
7. All membrane flashings that exceed 36 inches in height shall receive additional securement.
8. Membrane-clad Metal:
 - a. Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.
 - b. Metal joints shall be watertight.
 - c. Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailer a minimum of 1 inch.
 - d. Airtight and continuous metal hook strips are required behind metal fascias. Hook strips are to be fastened 12 inches on center into the wood nailer or masonry wall.
 - e. Hook strips shall extend past wood nailers over wall surfaces by 1-1/2 inch minimum and shall be securely sealed from air entry.
 - f. All metal flashings shall be fastened into solid wood nailers with two rows of post galvanized flat head annular ring nails, 4 inches on center staggered. Fasteners shall penetrate the nailer a minimum of 1 inch.
 - g. Metal shall be installed to provide adequate resistance to bending and allow for normal thermal expansion and contraction.
 - h. Adjacent sheets of membrane-clad metal shall be spaced 1/4 inch apart. The joint shall be covered with 2 inch wide aluminum tape. A 6 inch minimum wide strip of membrane flashing membrane shall be hot-air welded over the joint.

D. Pipe Sleeves:

1. Where roofing membrane is laid around vent pipes, stacks, or other piping penetrating roofing system that is not provided with a curb, provide membrane and flashing as shown on Details as specified herein and approved Manufacturer's details.
 - a. Provide stainless steel hose clamp at top of sleeve and caulk between pipe and membrane. Tool sealant to shed water.
 - b. Insure all pipe sleeves are installed to prevent air infiltration under the thermoplastic sheet membrane. Seal deck from air infiltration.

3.3 CLEANUP

A. The Roofing Contractor shall remove all masking, protection, equipment, materials and debris from the work and storage areas and leave those areas in an undamaged and acceptable condition.

3.4 MANUFACTURER'S INSPECTIONS:

A. Inspections shall be made by a representative of the responsible Roofing Manufacturer. The Roofing Contractor shall arrange for these inspections and notify the Owner's Representative each time the Roofing Manufacturer's Representative is present at the job site. These inspections shall be in addition to any inspections which may be made by an employee or agent of the Owner.

1. Written reports of the Manufacturer's Representative's inspections shall be made, with copies to the Owner and to the Contractor.
 2. Membrane Manufacturer shall provide a technical representative (full-time employee of Manufacturer) to inspect work at start and at completion of the roofing installation. Inspections shall include a half-day for the initial application of the membrane. Provide a minimum of one-job site visit per week during membrane application.
 3. Owner's Project Manager, Roofing Contractor, and Project Designer must be notified at least 48 hours in advance of the manufacturer's inspection. All parties shall be present during the inspection. Failure to comply will result in reinspection at a date set by the Project Designer.
- B. Inspections shall be made at such times and frequency as required to determine that:
1. Deck surface is acceptable to receive membrane prior to installation.
 2. Insulation system surface is acceptable for roofing membrane application prior to installation.
 3. Materials, equipment, and application methods are in accordance with the Manufacturer's recommendations.
- C. Final inspection by Membrane Manufacturer for issuance of warranty shall be conducted in the presence of the Owner's Project Manager and Project Designer. Written report must be submitted to the Project Designer summarizing findings and observations of this inspection. Inspection report shall clearly stated whether work is complete and installation is approved for warranty.

END OF SECTION 07 52 30

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.
- B. Rough carpentry for roofing (Section 061050).
- C. Thermoplastic Sheet roofing membrane and flashings (Sections 075230).

1.2 SUMMARY:

- A. Furnish and install exposed and built-in sheet-metal coping and counterflashing related to roofing system as shown on Drawings, and as specified herein.
- B. Metal for snap-on facsic shall match Architect-approved samples. Color shall be approved by Architect prior to fabrication. Install mock-up sample if requested by Architect.

1.3 QUALITY ASSURANCE:

- A. Standard References:
 - 1. As published by SMACNA:

"Architectural Sheet Metal Manual", Fifth Edition, 1993; hereinafter referred to as "SMACNA Manual". Manual may be obtained from Sheet Metal and Air Conditioning Contractors National Assn., Inc., 8224 Old Court House Road, Tysons Corner, Vienna VA 22180.
- B. Contractor shall be responsible for verifying all dimensions in field prior to fabrication of work of this Section.

1.4 SUBMITTALS:

- A. Shop Drawings:
 - 1. Show weights, gauges, or thicknesses of sheet metal. Show location, arrangement, dimensions, materials, fastenings, connections, anchorage, and relation to adjacent work. Use only field verified dimensions for shop drawing submittals.
 - 2. Show nailers, blocking, etc. required to be furnished for securing work of this Section.
 - 3. Show terminations, intersections, and splices in isometric details.

4. Shop Drawings shall be job specific, drawn at a minimum 3" : 12" scale. Marking up contract drawings is not acceptable.
5. Do not proceed with fabrication until shop drawings have been reviewed and approved by the Designers.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Sheet metal items shall be handled carefully to prevent damage to surface, edges, and ends.
- B. Store at Site and above ground in a dry location, free from physical abuse. Store materials in a manner to prevent staining from condensation or inclement weather.
- C. Store and handle metal in a manner that will prevent damage to the membrane roofing system due to exposed ends and edges of metal. Do not allow direct contact with membrane roofing.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Sheet Metal:
 1. Stainless Steel:
 - a. Conforming to ASTM A167, Type 304 alloy, with AISI 2D finish, or duller; fully annealed.
 - b. Coefficient of expansion: 0.0000096 in./in./°F.
 - c. Tensile strength: 73,000 psi min.
 2. Galvanized Sheet Steel:
 - a. Commercial grade, cold-rolled steel sheet conforming to ASTM A525.
 - b. Before being formed, steel sheet shall be hot-dip coated with zinc to conform to requirements of ASTM A527/A6535, coating designation G90. Zinc-coating shall be phosphatized to increase adhesion of subsequent coatings, and to provide insoluble alloy of zinc. Phosphatizing shall comply with requirements of ASTM D2092, Method A.
 - c. Sheet steel shall be coated with all coatings required, prior to forming.
 - d. Coefficient of expansion: 0.0000065 in./in./°F.
 - e. Tensile strength: 50,000 psi.

3. Galvalume:
 - a. Prefinished base sheet material shall be 24 Gauge (.024") Galvalume Aluminum-Zinc Alloy Coated Steel Grade C meeting ASTM A792.
 - b. Metal shall be 55% aluminum and 43% zinc. Minimum Yield strength shall be 50 KSI.
 - b. Coefficient of expansion: 0.0000067 in./in./°F.
- B. Fasteners:
 1. Nails, screws, bolts, rivets, and other fastenings for sheet metal (unless otherwise notes) shall be corrosion-resistant and compatible material to secure work of this Section. Recommended fasteners for each sheet metal shape and substrate shall be indicated on Drawings and of size and type suitable for the intended use. Nails shall be minimum 12 gauge, ring-shank, flat-head type, and of sufficient length to penetrate substrate at least 3/4 inch.
 2. Fasteners for attaching sheet-metal flashing or continuous mechanical-restraint bars to concrete or masonry shall be 1/4" x 1-1/2" flat-head zamac nailins with stainless steel nails as mfd. by Rawlplug or Olympic. When sheet metal is designed to be removable, fasteners shall be Tapcons as manufactured by Rawlplug.
 - a. Provide stainless steel sealing washer, 1/8", at all exposed fasteners.
 3. Fasteners for attaching flashing to sheet-metal shall be self-drilling, self-tapping stainless steel screws with EPDM washers.
 4. Nails can only be used where shown specifically in the contract drawings. Nails shall be stainless steel with minimum 12 gauge, ring-shank, 0.32" dia. flat-head, and of sufficient length to penetrate substrate at least 1.5 inch.
 5. Fasteners used to penetrate into treated wood shall be stainless steel.
- C. Sealant: as specified in Section 07 90 10.

2.2 FABRICATION:

- A. Work shall be formed to profiles, sizes, and dimensions as shown on Drawings and on approved shop drawings. Work shall conform to approved samples.
- B. Work shall conform to practices recommended in SMACNA Manual, except as required specifically otherwise in Contract Documents.
- C. Work shall be installed in longest lengths possible up to a maximum of 10 ft. to minimize joints, except where required specifically otherwise, and where consideration of control of expansion and contraction require otherwise.

- D. Work shall be formed to true lines and sharp arises. Work shall be straight, without bulges or waves.
- E. Exposed edges shall be turned under for stiffness. No exposed sheared or raw edges shall be permitted. Rounded, smooth corners are required where sheet metal may puncture or damage any adjacent material. Provide drip edge on all vertical faces of sheet metal to shed water away from underlying materials.
- G. Corners of coping and counterflashing shall be mitered, formed with a standing seam, and sealed on underside of the miter. Legs shall be not less than 2 ft. long. Form and fabricate in shop to the greatest extent possible.
 - 1. Where coping metal lengths are joined, field-form standing seam in accordance with SMACNA details.
 - 2. Edge metal at non-draining edges shall have splice and concealed-cover plate where edge metal lengths are joined. Concealed splice plate shall be same thickness as edge metal material. Provide dual non-curing butyl sealant strips, factory-applied or seal both sides with continuous beads of approved sealant prior to installing metal sections.
 - 3. Perimeter securement shall meet ANSI/SPRI ES-1 approvals and NRCA details
- H. Provide continuous concealed cleats on exterior face of coping. Work shall have concealed fasteners wherever possible. Cleats shall allow movement of metal work. Concealed cleat shall be one gauge heavier than part being restrained and shall fully engage the hem on bar.
- I. Finishes
 - 1. Sheet metal shall be primed (in the factory before forming) on side required herein to receive subsequent finish coating. Prime with a primer of flexibilized epoxy-based coating to a minimum thickness (dry film) of 0.2 mil.
 - 2. Where required, metal shall be finish-coated (in the factory before forming) with a finish coating of Kynar 500 (formulated with not less than 70% polyvinylidene fluoride). Thickness of coating (dry film) shall be a minimum of 0.7 mil.
 - 3. Color variance shall not vary more than 0.5 NBS unit from master standard, tested by use of a color-difference meter.
 - 4. Colors will be selected by Owner from manufacturer's standard colors.
- K. Except as noted specifically otherwise in Contract Documents, thickness of metal shall be as follows:
 - 1. Galvalume:

- a. Coping, Counterflashing: 24 gage with Kynar finish. Color as selected by Owner.
 - b. Fascia Snap-on fascia, closures, and extenders: 24 gage
 - c. Edge metal: 24 gage
2. Galvanized:
- a. To match existing thickness, min. 22 gage. or as indicated on Drawings.
3. Stainless Steel:
- a. scuppers: 26 gage (does not apply to scuppers included with single-ply membrane installation - use membrane-coated metal)
 - b. Components of throughwall flashing assemblies including edge metal and end dams: 26 gage . (0.018")

PART 3 - EXECUTION

3.1 EXAMINATION OF SUBSTRATE:

- A. Substrate shall be suitable to receive work of this Section. Work shall not commence until unsuitable conditions of substrate have been corrected.
- B. Provide items to be set in masonry to mason prior to cladding installation.

3.2 GENERAL REQUIREMENTS FOR INSTALLATION:

- A. Work shall be installed by skilled mechanics. Work shall conform to SMACNA Manual except where required otherwise in Contract Documents.
- B. Insulate dissimilar metals from each other to prevent galvanic action
- C. Work shall allow for thermal movement between sections and in relation to adjacent materials.
- D. Seal at all sheet-metal laps. Lap adjacent pieces of sheet-metal flashing a minimum of 3", unless otherwise specified. Seal between pieces with butyl sealant.
- E. Counterflashing shall overlap base flashings at least 4 inches.
- F. Anchor edge metal to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
- G. Coordinate installation of counterflashing with installation of base flashing. Extend counterflashing over base flashing. Lap counterflashing joints a minimum of and bed with

specified sealant.

3.3 FORMED EDGE METAL:

- A. Install as specified herein where shown on Drawings, and in accordance with approved shop drawings. Fastening shall be in accordance with FM requirements for perimeter securement. Securement to meet ANSI/SPRI ES-1 fastening patterns.
- B. Edge metal shall be hand-crimped on exterior face to ensure engagement to concealed cleat.

3.4 SEALING:

- A. Seal joints between sheet-metal work and adjacent work as necessary to provide resilient, watertight condition. Work of this Section shall be watertight.
- B. Joints in sheet metal fabrications that are intended to hold water shall be stripped with liquid-flashing coating specified in Section 075230 for flashing.

3.6 CLEANING:

- H. After completion of installation of work of this Section, exposed work shall be cleaned thoroughly of all scraps, stains, flux, weld splatter, oil, and other materials which would damage work. Clean metal in accordance with Manufacturer's printed instructions.
- I. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- J. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touch-up (use only factory supplied touch up paint to make repairs) or similar minor repair procedures.

END OF SECTION 07 62 10

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.
- B. Thermoplastic membrane sheet roofing (Section 075230).
- C. Sheet metal flashing and trim (Section 076210).

1.2 SUMMARY

- A. Provide and install sealant for roofing work as shown on Drawings, and as specified herein. Sealant work required for the watertight integrity of the roofing system installation shall be the responsibility of the Roofing Contractor.
- B. Sealants to be applied to edge metal, sheet metal work, and other related to carpentry work or sheet metal fabrications shall be applied by skilled craftsmen.
- C. Sealants applied directly to the surface of the roofing membrane shall be approved and supplied by the membrane manufacturer.

1.3 SUBMITTALS:

- A. All submittals shall be in accordance with Division 1 and general conditions.
- B. Product Data: Submit Manufacturer's printed performance and technical data.
- C. Manufacturer's Data For Use In Construction Administration: Submit Manufacturer's printed instructions for installation of sealant.

1.4 ENVIRONMENT CONDITIONS:

- A. Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above Manufacturer's recommended limitations for installation.
- B. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

1.5 DELIVERY, HANDLING, AND STORAGE:

- A. Deliver materials in manufacturers' original unopened containers, with brand names, date of manufacture, shelf life, and material designation clearly marked thereon.
- B. Carefully handle and store to prevent inclusion of foreign materials.

- C. Do not subject to sustained temperatures exceeding 90 _F or less than 40 _F.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Sealants for sheet metal building components:

1. Compound shall be a single-component sealant exceeding requirements of ASTM C920, Type S. Cured sealant shall meet or exceed the following physical properties:

<u>Property</u>	<u>Test Method</u>	<u>Value</u>
Tensile Strength	ASTM D412	160 psi
Elongation (Ult.)	ASTM D412	230 %
Hardness (Shore A)	ASTM D642	30(min.)
Shrinkage	TT-S-00230C	<1%

2. Compound shall meet or exceed all requirements of membrane manufacturer and FS TT-S-00230C, TypeII, class A.
3. Basis for Design: Titebond WeatherMaster as manufactured by Franklin International.
4. Color to be selected by Owner.

- B. Single-Component, Butyl Sealant

1. Compound shall be a single-component, gun-grade, curing, butyl rubber sealant.

Cured sealant shall have the following physical properties:

<u>Property</u>	<u>Test Method</u>	<u>Value</u>
Elongation (Ult.)	ASTM D412	150 %
Service Temperature	ASTM D3359	200 F min
Shrinkage	ASTM D2453	<20%
Solids	ASTM C681	80%

2. Sealant shall meet or exceed all requirements of ASTM C1311 and US FED Spec TT-S-001657.
3. Basis for Design is Pecora BA-158

- C. Primer: Provide primer as recommended by Sealant Manufacturer to aid adhesion.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Prior to application of any joint sealant compound, Applicator shall examine all joints to be sealed for construction defects which would adversely affect execution of work of this Section.
- B. The Applicator must examine the joint surfaces, backing, and anchorage of units forming sealant rabbet, and the conditions under which the sealant work is to be performed, and notify the Owner's Project Manager in writing of conditions detrimental to the proper and timely completion of the work and performance of the sealants.
- C. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Owner.
- D. Coordinate work of this Section with other trades.

3.2 PREPARATION:

- A. Clean joint surfaces and spaces, using a Manufacturer's approved cleaner, if necessary. Joints are to be free of dust, dirt, oil, grease, rust, lacquers, latence, release agents, moisture or any material affecting adhesion of sealant.
- B. Joints shall be dry.
- C. Prime surfaces as required by Manufacturer of sealant, if necessary.

3.3 APPLICATION:

- A. All sealant work shall be in accordance with Manufacturer's printed application instructions and as specified herein.
- B. Seal joints between any surfaces where moisture or air infiltration under new membrane may occur.
- C. Seal all sheet metal flashing in order to provide a weather-tight installation.
- D. Apply compound using proper size nozzle. Use sufficient pressure to fill all voids and joints solid, and to engage compound to sides of joints. A superficial skin or fillet-bead will not be acceptable.
- E. Sealant shall be deposited in uniform, continuous beads without gaps or air pockets.
- F. Remove excess compound, and leave surfaces neat, smooth, and clean.

- G. Apply Butyl Sealant between *concealed* joints in metal splices and laps.
- H. Apply sheet metal sealant for all *exposed* metal to masonry/concrete/EIFS surface joints as well as metal-to-metal joints..
- I. Joints shall be even and uniform in appearance. Joints shall be watertight. Tool surface to provide good contact, to increase density, to shed moisture, and to improve appearance. Joints that hold water will be subject to rejection.
- J. Any application of joint sealant exposed in the final detail that is not tooled shall be rejected. All un-tooled sealant shall be removed completely and sealant re-applied.

3.4 CURE AND PROTECTION:

- A. Cure sealants and caulking compounds in compliance with Manufacturer's printed instructions and recommendations to obtain high bond strength, internal cohesive strength and surface durability.

3.5 CLEANING:

- A. Remove excess materials adjacent to joints by mechanical means or with mineral spirits as work progresses to eliminate evidence of spillage or damage to adjacent surfaces. Where excess cleaning compromises the integrity of the sealant, completely remove, prepare the surface as specified herein and reseal.

END OF SECTION 07 90 10

PART 1 - GENERAL

1.1 RELATED SECTIONS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Thermoplastic sheet roofing and related flashings (Section 07 52 30).
- C. Sheet metal flashing and trim (Section 07 62 10).

1.2 SUMMARY:

- A. Furnish and install prefabricated roof skylight as shown on Drawings and as specified herein.
- B. Prefabricated aluminum-framed pyramid skylight with pitch to match existing. Curb is existing and is intended to be reused to the greatest extent possible

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide metal-framed skylights capable of withstanding loads and thermal and structural movements indicated without failure. Failure includes the following:
 - 1. Deflection exceeding specified limits.
 - 2. Thermal stresses transferred to the building structure.
 - 3. Skylight framing members transferring stresses, including those caused by thermal and structural movement, to glazing.
 - 4. Noise or vibration created by thermal and structural movement and wind.
 - 5. Weakening of fasteners, attachments, and other components.
- B. Deflection Limits: As follows:
 - 1. Deflection of the entire length of framing members in direction normal to glazing plane is limited to 1/175 of clear span.
- C. Lateral Support: Compression flanges 75% of flexural members requiring lateral be laterally braced by cross members with minimum depths equal to flexural member depth and by anchors to the building structure. Glazing material does not provide lateral support.
- D. Structural Loads: Provide metal-framed skylights, including anchorage, capable of withstanding the effects of the following design loads when supporting full dead loads:
 - 1. Roof Loads
 - a. Concentrated Load: 250 lb applied to framing members at location that produces the most severe stress or deflection.
 - b. Snow Loads: 20 psf min.

- E. Structural Performance: Provide metal-framed skylights, including anchorage, capable of withstanding test pressure indicated without material and deflection failures and permanent deformation of structural members exceeding 0.2 percent of span when tested according to ASTM E 330.
 - 1. Test Pressure: 104 psf of positive and 95 psf of negative wind-load design pressures.
- F. Thermal Movement: Provide metal-framed skylights that allow for thermal movements resulting from the following maximum change (range) in ambient temperatures by preventing buckling, sealant failure, and other detrimental effects.
 - 1. Temperature Change (Range): 100 deg F.
- G. Air Infiltration: Provide metal-framed skylights with maximum air leakage of 0.06 cfm/sq. ft. of surface when tested according to ASTM E 283 at a minimum static-air-pressure differential of 6.24lb/sq. ft..
- H. Water Penetration: Provide metal-framed skylights that do not evidence water penetration when tested according to ASTM E 331 at a minimum differential static pressure of 20 percent of positive design wind pressure, but not less than 15 lb/sq. ft..
- I. Condensation Resistance: Provide aluminum-framed systems that when tested with fixed glazing, have a frame condensation-resistance factor (CRF) of not less than 54 when tested according to AAMA 1503 when clear over clear insulated glass is used.

1.4 QUALITY ASSURANCE

- A. Installer Certificates: experienced installer who has specialized in installing metal-framed skylights similar to those indicated for this Project and who is Manufacturer's Certified Installer.
 - 1. Installation by the skylight manufacturer's certified installer, with 10 years min experience in the installation of skylights.
- B. Product Test Reports: From a qualified testing agency indicating skylights comply with requirements, based on comprehensive testing of current products.
- C. Sealant Compatibility and Adhesion Test Reports: From sealant manufacturer indicating that materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with sealants; include sealant manufacturer's interpretation of test results for sealant performance and recommendations for primers and substrate preparation needed for adhesion.
- D. Field Measurements: Where metal-framed skylights are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.5 SUBMITTALS:

- A. Shop Drawings:
 - 1. Submit shop drawings in accordance with Section 01 33 00.
 - 2. Show location, arrangement, dimensions, mounting heights, anchorage, materials, finishes, hardware, and relation to adjacent work.
- B. Product Data:
 - 1. Submit Manufacturer's technical data giving materials, thickness of parts, and function. Printed data shall be marked clearly for each specific item to be furnished, indicating any options taken, and any options left to Manufacturer. Submit for review by Designer prior to ordering for the project.
 - 2. Include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation licensed in state of manufacturer.
- C. Manufacturer's Data For Use In Construction Administration:
 - 1. Submit Manufacturer's printed installation, operation, and maintenance instructions.

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Skylights shall be handled carefully to prevent damage to surface, edges, and ends. Store and handle in a manner that will prevent damage to the membrane roofing system due to exposed ends and edges of the metal frame. Do not allow direct contact with membrane roofing.
- B. Store at Site and above ground in a dry location, free from physical abuse. Store materials in a manner to prevent damage to units.
- C. Replacement: Damaged items that cannot be restored to satisfactory condition shall be removed from Owner's property, and shall be replaced at no additional cost to Owner.

1.7 PRE-CONSTRUCTION CONFERENCE

- A. Conduct conference at Project site to comply with requirements to review methods and procedures related to metal-framed skylights including, but not limited to, the following:
 - 1. Inspect and discuss condition of substrate and other preparatory work performed
 - 2. Review skylight curb structural requirements.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review weather and forecasted weather conditions and procedures for unfavorable conditions.
 - 5. Review protection of adjacent roof areas.
 - 6. Review preparation and other requirements for installing structural silicone

sealant.

1.8 WARRANTY

- A. Warranty: Written warranty, executed by manufacturer agreeing to repair or replace components of metal-framed skylights that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:
1. Structural failures.
 2. Failure of systems to meet performance requirements.
 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 4. Water leakage; defined as uncontrolled water appearing on normally exposed interior surfaces of skylights from sources other than condensation, resulting from defects in skylight materials or workmanship. (Water controlled by flashing and gutters and drained back to the exterior and that cannot damage adjacent materials or finishes is not water leakage). Water leakage resulting from improper installations not part of this warranty.
- B. Warranty Period: Five years from date of final acceptance for Glazing, Finish, and System.

PART 2 - PRODUCTS:

2.1 ACCEPTABLE MANUFACTURERS:

- A. Skylights: Products of the following manufacturers similar to those specified in Part 2 of this section will be acceptable for use on the Project when approved (in writing) by Project Engineer.

Naturalite/EPI, Inc., Garland, TX 75047
Okeeffe's Inc., San Francisco, CA 94124
Wasco Products, Inc., Sanford, MA 04073

- B. Basis of Design: Velux Pinnacle Glass 350 Series Double Pitch (Ridge) Skylight ModelC3DG

2.2 ROOF SKYLIGHT:

- A. Framing Members: Extruded aluminum alloy 6063-T5 or T6, ASTM B 221 with minimum effective thickness of 0.109 inches.
- B. Exterior Pressure Caps: Extruded aluminum alloy 6063-T5 or T6, ASTM B 221 with minimum effective thickness of 0.090 inches.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding flashing; compatible with adjacent materials.

- D. Exposed Flashing and Closures: Aluminum sheet alloy and temper of 1100-H14, thickness as require for proper performance.
 - 1. Minimum Thickness: 0.032 inch Apron Flashing.
 - 2. Minimum Thickness: 0.062 inch Closures.
- E. Fasteners:
 - 1. : Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories; compatible with adjacent materials.
 - 2. Aluminum Retaining Cap Fasteners and Framing Members Fasteners: ASTM A 193/A 193M, Series 300 stainless-steel screws; type as recommended by manufacturer.
 - 3. Connections to Supporting Structure: Series 300 Stainless Steel or ASTM A 307,
 - 4. Provide stainless steel screws with sealing washer at all exposed fasteners.
- F. Insulation for curb shall be 1" thick. Insulation shall be 6.0 lbs. per cu. ft. density fiberglass or shall be rigid fiberboard (fungus treated).
- G. Insulation for cover shall be 1" thick. Insulation shall be 6.0 lbs. per cu. ft. density fiberglass, or rigid foamed polystyrene.
- H. Framing-System Sealants: Single-component, non-sag, high performance, non-priming, gun-grade elastomeric polyurethane sealant furnished by skylight manufacturer.
 - 1. Sealant complies with ASTM C920, Type S, Grade NS, Class 25,
 - 2. Sealant conforms to USDA approval standards.
 - 3. Color: Gray

2.3 GLAZING MATERIALS

- A. Insulating Glass: 1-1/16 inch consisting of 1/4 inch clear tempered exterior lite with Guardian SNX62//27, 1/2 inch sealed air space, and 3/8 inch clear laminated safety glass interior lite.
*Glass must meet the requirements of the AAMA for the project.
- B. Glazing Gaskets: Manufacturer's proprietary pressure-glazing gaskets of elastomer type and hardness selected by the skylight manufacturer to comply with requirements. Glazing gaskets to be extruded thermoplastic elastomer by the skylight manufacturer.
- C. Spacers, Edge Blocks, and Setting Blocks: Manufacturer's standard permanent non-migrating type of elastomer type and hardness selected to comply with requirements. Spacers, Edge Blocks, and Setting Blocks to be extruded thermoplastic elastomer by the skylight manufacturer.
- D. Glazing Weatherseal Sealant: Neutral-curing silicone sealant recommended by skylight and sealant manufacturers for this use and furnished by skylight manufacturer.

1. Sealant is capable of withstanding 50 percent movement in both extension and compression (total of 100 percent movement) when tested for adhesion and cohesion under maximum cyclic movement according to ASTM C 719.
 2. Sealant complies with ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and, as applicable to substrates including other sealants with which it comes in contact, O.
 3. Color: Black.
- E. Flashing Sealant: Single-component, non-sag, high performance, non-priming, gun-grade elastomeric polyurethane sealant furnished by skylight manufacturer.
1. Sealant complies with ASTM C920, Type S, Grade NS, Class 25, Use T, NT, M, A, G, and O. Canadian Specification CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N.
 2. Sealant conforms to USDA approval standards.
 3. Color: Gray.

2.4 FABRICATION

- A. Framing Components: As follows:
1. Factory fit and assemble components, where practical.
 2. Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
 3. Fabricate components to drain water passing joints and to drain condensation and moisture occurring or migrating within skylight system to the exterior.
 4. Fabricate components to accommodate expansion, contraction, and field adjustment, and to provide for minimum clearance and shimming at skylight perimeter.
 5. Fabricate components to ensure that glazing is thermally and physically isolated from framing members.
 6. Form shapes with sharp profiles, straight and free of defects or deformations, before finishing.
 7. Fit and assemble components to greatest extent practicable before finishing.
 8. Fit and secure joints by heliarc welding.
 9. Reinforce members as required to retain fastener threads.
 10. Attach retainer bars with gasketed stainless steel fasteners spaced at a maximum of 12 inches on center.
 11. Weld components before finishing and in concealed locations to greatest extent practicable to minimize distortion.
 12. Before shipping, shop assemble, mark, and disassemble components that cannot be permanently shop assembled.
- B. Provide continuous aluminum curb with weatherproof splice joints and locked and sealed or fully welded corners. Locate weep holes in the curb at each rafter connection to drain condensation.
- C. Prepare framing to receive anchor and connection devices and fasteners.

- D. Field Glazing: Locate and size extruded elastomeric setting blocks and spacers in accordance with the glazing manufacturer's recommendations. At no point shall the glazing come in contact with the skylight frame or fasteners

2.4 ALUMINUM FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- C. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pre-treat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Fluoropolymer Two-Coat System: Manufacturer's standard two-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: As selected by Owner from manufacturer's standard range.

PART 3 - EXECUTION:

3.1 EXAMINATION:

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place, positioned correctly, and watertight. Beginning installation means acceptance of existing conditions.
- B. Coordinate roofing membrane and base flashing with installation of components of this Section.

3.2 INSTALLATION:

- A. Install prefabricated roof skylight in accordance with Manufacturer's printed instructions, shop drawings, and as detailed on Drawings. Mount securely, plumb, and level. All exposed fasteners shall be stainless steel screws with neoprene gaskets.
- B. Install where shown on Drawings.
- C. Work shall allow for thermal movement between and in relation to adjacent materials.
- D. Insulate dissimilar metals and treated wood to prevent galvanic action.

- E. Erection Tolerances: Install skylight components true in plane, accurately aligned, and without warp or rack. Adjust framing to comply with the following tolerances:
 - 1. Variation from Plane: Limit variation from plane or location shown to 1/8 inch in 10 feet; 1/4 inch over total length.
 - 2. Alignment: Where surfaces abut in line and at corners and where surfaces are separated by less than 3 inches, limit offset from true alignment to less than 1/32 inch; otherwise, limit offset from true alignment to 1/8 inch.

3.3 SEALING:

- A. Seal joints between sheet-metal work and adjacent work as necessary to provide resilient, watertight condition. Work of this Section shall be watertight.
- B. CField Glazing: Locate and size extruded elastomeric setting blocks and spacers in accordance with the glazing manufacturer's recommendations. At no point shall the glazing come in contact with the skylight frame or fasteners
- C. Install secondary-sealant weatherseal according to sealant manufacturer's written instructions to provide weatherproof joints. Install joint fillers behind sealant as recommended by sealant manufacturer.

3.4 CLEANING:

- A. After completion of installation of work of this Section, exposed work shall be cleaned thoroughly of all scraps, stains, weld splatter, oil, and other materials which would damage work.
- B. Clean metal in accordance with Manufacturer's printed instructions.
- C. Remove temporary protective coverings and strippable coatings from pre-finished metal surfaces. Remove labels and markings from all components.
- D. Remove excess sealant according to sealant manufacturer's written recommendations

END OF SECTION 08 62 50

SECTION 089119 - FIXED LOUVERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fixed extruded-aluminum louvers.

B. Related Requirements:

1. Section 086250 "Skylights" for coordination of louvers in skylights.

1.2 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Horizontal Louver: Louver with horizontal blades (i.e., the axis of the blades are horizontal).
- C. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.
- D. Wind-Driven-Rain-Resistant Louver: Louver that provides specified wind-driven-rain performance, as determined by testing in accordance with AMCA 500-L.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.

B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.

1. Show weep paths, gaskets, flashings, sealants, and other means of preventing water intrusion.
2. Show mullion profiles and locations.

C. Samples: For each type of metal finish required.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranties: For manufacturer's special warranties.

1.5 QUALITY ASSURANCE

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

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 WARRANTY

- A. Special Finish Warranty, Factory-Applied Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of baked enamel, powder coat, or organic 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: Five years from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain fixed louvers from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.

2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Louvers withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent

damage to fasteners and anchors. Wind pressures are considered to act normal to the face of the building.

1. Wind Loads:
 - a. Determine loads based on pressures as indicated on Drawings.

B. Seismic Performance:

1. As indicated on Drawings.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

D. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

2.3 FIXED EXTRUDED-ALUMINUM LOUVERS

A. Horizontal Drainable-Blade Louver, Extruded Aluminum:

1. Basis-of-Design Product: Subject to compliance with requirements, provide Ruskin ELF375DX or a comparable product by one of the following:
 - a. Airolite Company, LLC
 - b. Construction Specialties, Inc.
2. Louver Depth: 4 inches (100 mm).
3. Frame and Blade Nominal Thickness: Not less than 0.080 inch (2.03 mm) for blades and 0.080 inch (2.03 mm) for frames.
4. Mullion Type: Exposed.
5. Louver Performance Ratings:
 - a. Free Area: Not less than 8.5 sq. ft. (0.79 sq. m) for 48-inch- (1220-mm-) wide by 48-inch- (1220-mm-) high louver.
 - b. Point of Beginning Water Penetration: Not less than 900 fpm (4.6 m/s).
 - c. Air Performance:
 - 1) Not more than 0.10-inch wg (25-Pa) static pressure drop at 700-fpm (3.6-m/s) free-area exhaust velocity.
6. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.4 LOUVER SCREENS

- A. General: Provide screen at each exterior louver.

1. Screen Location for Fixed Louvers: Interior face.
 2. Screening Type: Bird screening.
- B. Secure screen frames to louver frames with machine screws with heads finished to match louver, spaced a maximum of **6 inches (150 mm)** from each corner and at **12 inches (300 mm)** o.c.
- C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
1. Metal: Same type and form of metal as indicated for louver to which screens are attached. Reinforce extruded-aluminum screen frames at corners with clips.
 2. Finish: Same finish as louver frames to which louver screens are attached.
 3. Type: Non-rewirable, U-shaped frames.
- D. Louver Screening for Aluminum Louvers:
1. Bird Screening, Aluminum: **1/2-inch- (13-mm-)** square mesh, **0.063-inch (1.60-mm)** wire.

2.5 MATERIALS

- A. Aluminum Extrusions: **ASTM B221 (ASTM B221M)**, Alloy 6063-T5, T-52, or T6.
- B. Aluminum Sheet: **ASTM B209 (ASTM B209M)**, Alloy 3003 or 5005, with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Fasteners: Use types and sizes to suit unit installation conditions.
1. Use Phillips flat-head screws for exposed fasteners unless otherwise indicated.
 2. For fastening aluminum, use aluminum or 300 series stainless steel fasteners.
 3. For color-finished louvers, use fasteners with heads that match color of louvers.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.6 FABRICATION

- A. Factory assemble louvers to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Vertical Assemblies: Where height of louver units exceeds fabrication and handling limitations, fabricate units to permit field-bolted assembly with close-fitting joints in jambs and mullions, reinforced with splice plates.
1. Continuous Vertical Assemblies: Fabricate units without interrupting blade-spacing pattern.
- C. Maintain equal louver blade spacing to produce uniform appearance.

- D. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
 - 1. Frame Type: Channel unless otherwise indicated.
- E. Include supports, anchorages, and accessories required for complete assembly.
- F. Provide vertical mullions of type and at spacings indicated, but not more than is recommended by manufacturer, or 72 inches (1830 mm) o.c., whichever is less.
 - 1. Exposed Mullions: Where indicated, provide units with exposed mullions of same width and depth as louver frame. Where length of louver exceeds fabrication and handling limitations, provide interlocking split mullions designed to permit expansion and contraction.
- G. Provide subsills made of same material as louvers and extended sills for recessed louvers.
- H. Join frame members to each other and to fixed louver blades with fillet welds concealed from view, threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.7 ALUMINUM FINISHES

- A. High-Performance Organic Finish, Two-Coat PVDF: Fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat.
 - 1. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings, 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 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 INSTALLATION

- A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Protect unpainted galvanized- and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.
- F. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 079200 "Joint Sealants" for sealants applied during louver installation.

3.4 ADJUSTING AND CLEANING

- A. Clean exposed louver surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.
- B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- C. Restore louvers damaged during installation and construction, so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.

END OF SECTION 089119

SECTION 099124 - INTERIOR PAINTING (MPI STANDARDS)

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 paint systems on the following interior substrates:
 - 1. Gypsum board.

1.3 DEFINITIONS

- A. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 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.
- C. Product List: Use same designations indicated on Drawings and in the Interior Painting Schedule to cross-reference paint systems specified in this Section. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 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 paints only when temperature of surfaces to be painted and ambient air temperatures are between **50 and 95 deg F (10 and 35 deg C)**.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures of less than **5 deg F (3 deg C)** above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Behr Paint Company; Behr Process Corporation.
 - 2. Benjamin Moore & Co.
 - 3. PPG Paints.
 - 4. Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products List."
- 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.
- C. Emissions Requirements: Verify field-applied paints and coatings that are inside the weatherproofing system comply with one of the following:

1. Low-Emitting Materials: Verify VOC emissions comply with the 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."
 2. Verify VOC content does not exceed limits of authorities having jurisdiction and the following:
 - a. Flat Coatings: 50 g/L.
 - b. Nonflat Coatings: 100 g/L.
 - c. Primers, Sealers, and Undercoats: 100 g/L.
 - d. Shellacs, Clear: 730 g/L.
 - e. Shellacs, Pigmented: 550 g/L.
- D. Colors: Walls to match existing neutral color.

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. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. 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 paint 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 paints, 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 paint systems indicated.

3.3 INSTALLATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

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 paint for dry-film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry-film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry-film thickness that complies with paint 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 paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Gypsum Board Substrates:

- 1. Institutional Low-Odor/VOC Latex System, MPI INT 9.2M:
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC (MPI Gloss Level 3), MPI #145.
 - d. REVIEW AND CONFIRM GLOSS LEVEL WITH OWNER.

END OF SECTION 099124

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SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work of this section includes the furnishing and installation of all electrical equipment, materials and devices as shown on the electrical drawings and/or as specified herein, including but not limited to:
 - 1. Conduit and Wire
 - 2. Fire Alarm Testing
- B. The term "provide" shall mean furnish and install.
- C. Applicable Publications:
 - 1. Where publications are listed in each Section, they form a part of that Section to the extent referenced.
 - 2. When a standard is specified by reference, comply with the requirements and recommendations stated in that standard, except when its requirements are modified by the Contract Documents or applicable codes establish stricter standards.
 - 3. When a code is not specified by reference in a Section, the work of that Section shall comply with applicable codes listed in the General Conditions.
 - 4. The publication date is the publication in effect as of the bid date, except when a specific publication date is specified.
 - 5. Obtain copies of referenced standards direct from publication source, when needed for proper performance of work, or when required for submittal by Contract Documents.

1.2 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. The installation of all work under this section shall comply with all applicable codes, laws, standards and regulations. Nothing in the specifications shall be construed to permit deviation from these governing items.
 - 2. Electrical material and equipment shall bear the label of third-party testing agency approved by North Carolina Building Code Council. Materials, equipment, and installation shall meet requirements of applicable codes and standards listed in the Appendix to this section.
- B. Qualifications of Workmen:
 - 1. Provide sufficient qualified journeyman electricians who are thoroughly experienced with the materials and methods specified and familiar with the design requirement.
 - 2. At least one qualified journeyman shall be present at all times during the execution of the work.
 - 3. In acceptance or rejection in any portion of the electrical work, no allowance will be made for lack of skill on the part of the workmen.

1.3 INTENT OF DRAWINGS AND SPECIFICATIONS

- A. The implied and stated intent of the drawings and specifications is to establish minimum acceptable quality standards for materials, equipment and workmanship, and to provide operable electrical and mechanical systems in every respect.
- B. The drawings are diagrammatic only, intending to show general arrangement and location of system components. Due to the small scale of the drawings, and to unforeseen job conditions, all required offsets and fittings may not be shown, but shall be provided at no change in contract price.
- C. All work shall be accurately laid out and coordinated with other trades to avoid conflicts and to provide maximum accessibility for operation and maintenance.

1.4 SUBMITTALS

- A. Submit shop drawings of the electrical materials to the Designer for review in accordance with the provisions of these specifications.
- B. The following is a list of those items required to be submitted:
 - 1. Conduit and Wire
 - 2. Fire Alarm
- C. Contractor shall not begin fabrication or work which requires submittals until return of submittals.

1.5 SUBSTITUTIONS

- A. Refer to the appropriate sections of the project manual for requirements on Substitutions.

1.6 VISIT TO THE SITE

- A. All persons proposing to submit quotations for work in accordance with these plans and specifications are expected to visit the site of the work covered by the plans and specifications and are to familiarize themselves with existing conditions as they affect the work of this section of the specifications. Claims resulting from a failure to visit the site or inspect the existing conditions will not be considered.

1.7 OPERATING AND MAINTENANCE DATA

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
 - 1. Prepare operating and maintenance data as specified in this section and as referenced in the General Conditions.
- B. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.
- C. Preparation of data shall be done by personnel:
 - 1. Trained and experienced in maintenance and operation of desired products.

2. Familiar with requirements of this Section.
 3. Skilled as technical writer to the extent required to communicate essential data.
 4. Skilled as drafts person competent to prepare required drawings.
- D. Prepare data in form of an instructional manual for use by Owner's personnel.

1.8 PAINTING

- A. Suitable finish coatings shall be provided under this section of the Specifications on all items of electrical equipment and wiring which are exposed. This shall consist of either an approved factory applied finish or an acceptable finish applied during or after installation. Equipment which is furnished in finishes such as stainless steel or satin aluminum is not to be painted. Exposed equipment and/or wiring in finished areas such as panel covers or surface raceway shall be supplied with factory applied prime coat and shall be professionally painted or enameled as directed to result in a completely coated and attractively finished manner. All such finishing shall be as directed and shall be satisfactory to the Architect/Engineer.
- B. All factory finished steel surfaces; boxes, enclosures, etc., shall be cleaned and retouched or repainted as necessary to provide a rust resistant coating. Where painting or galvanizing is not specifically specified, ferrous devices, bolts, nuts, inserts, etc., shall be galvanized.
- C. All nameplates shall be left unpainted and in a clean condition.

1.9 WIRING AND ELEMENTARY DIAGRAMS

- A. Wiring and elementary diagrams for equipment as shown on the drawings are based on the product of the specified equipment manufacturer and are shown for convenience to aid in estimating the extent of the work involved. The equipment actually installed shall be wired and connected in accordance with the equipment manufacturer's recommendations and shall conform to details in approved wiring diagrams to be furnished by the equipment manufacturer. All equipment so connected shall be made to operate in a safe, proper and efficient manner. Note that control circuitry is not necessarily shown on the drawings but shall be installed in conduit between the points and devices indicated on the diagrams.

1.10 EQUIPMENT TESTS

- A. An operating test of the complete electrical system shall be made. System shall test free from grounds, shorts and other faults. Connections shall be for positive mechanical and electrical connection and continuity. Equipment shall be demonstrated to operate in accordance with the requirements of the plans and specifications. Contractor shall furnish all personnel and test instruments required. Performance of tests shall be made in the presence of the Owner's representative, where requested.
- B. The following tests shall be performed as a minimum:
1. Control and Distribution Equipment:
 - a. Check the wire terminals, clean connections.
 - b. Check all control switches, alarm devices, indicating instruments for proper operation under normal and simulated abnormal conditions.

2. Phase rotation: The connections of all equipment shall be checked for correct phase rotation.
3. Circuit Breakers: The following tests shall be performed:
 - a. Inspect each circuit breaker.
 - b. Check for loose connections.
 - c. Operate each circuit breaker manually.
 - d. Set the adjustable trips to the values specified.
- C. Spot-checks and/or back-checks to verify the testing accuracy shall be made for the Engineer or his agent during job-site visits.
- D. Validity of the ground path shall be assured by constant and careful attention to the thorough tightening of all couplings, connectors, locknuts, screws, bolts, etc. and by frequent checking of the path resistance with a quality low-range ohmmeter. Resistance of the path should not exceed one ohm between any two points. If a reading in excess of this is observed, it shall be discussed with the Engineer for an appraisal of the condition.
- E. After all fixtures, devices and equipment are installed and all connections completed to each panel – disconnect neutral feeder conductor from neutral bar and take a resistance reading between neutral bar and grounded can. If this reading is less than 250,000 ohms, disconnect branch circuit (or sub-feeder) neutral wires from this neutral bar. Test each one separately to the panel can until low reading ones are found. Correct troubles reconnect and retest until at least 250,000 ohms from neutral bar to grounded panel can is achieved with only neutral feeder disconnected. In addition all wiring shall be tested. All phase and neutral conductors shall be tested with a 500 volt tester. Minimum acceptable readings shall be 1,000,000 ohms for conductors #6 awg and smaller; 250,000 ohms for conductors #4 awg and larger. All measurements shall be between the conductor and the grounding conductor.
- F. Upon completion of work, but before final inspection, the Contractor shall send a letter to the engineer and the Owner certifying that these tests have been accomplished and tabulating the test readings for each panel. During field visits, contractor shall demonstrate installation and make such tests as may be required to satisfy the Designer and Owner that work is installed in accordance with drawings, specifications and instructions.

1.11 WARRANTIES

- A. All equipment installed under this Division of the work shall be warranted for a minimum of one year after project acceptance.
- B. During this warranty period, replace any and all defective equipment and parts at no cost to the Owner.

1.12 BRANCH CIRCUITS

- A. The number of conductors in each run of conduit is indicated on the drawings and where there is a conflict between the number of wires indicated and the actual number required as determined by the functional design requirements, the number of wires determined by the functional design requirements shall govern.

- B. In general, there is a number associated with each branch circuit outlet which identifies the particular branch circuit to which the device served by the outlet is to be connected. The circuit number indicated has been assigned only for reference and guidance, and is not intended to limit panelboard circuitry. All branch circuits shall be connected to breakers in accordance with circuit requirements and good industry practice. The balancing of all loads shall be included in the work of this DIVISION.
- C. Home runs shall not be combined where such would require derating of conductor ampacity. Separate neutrals shall be provided for all branch circuits.

1.13 MOTOR, APPLIANCE AND EQUIPMENT CONNECTIONS

- A. Unless otherwise shown on the drawings or specified herein, it is the intent of this DIVISION to provide all electrical equipment and connections required to protect, properly operate, and control all motors, appliances, electrical devices, and equipment furnished and installed under this and other DIVISIONS of the specifications or shown on the drawings.

1.14 SETTING OF EQUIPMENT

- A. The setting of equipment shall be carefully coordinated with the work and requirements of the other trades involved to ensure compatibility and to avoid conflicts.
- B. Equipment, base mounted on concrete or masonry slabs, pads and piers, or mounted on stands, gratings, platforms, or other, shall not be set in any manner, except on the finished and permanent support.
- C. Support of equipment on studs or by other means, and the placing or building of the supporting slab, pad, pier, stand, grading, or other, "to the equipment", is prohibited.

1.15 ACCESS DOORS

- A. Where inaccessible ceilings or wall spaces are encountered by the Contractor and there is a need for access to junction boxes or other equipment as required by the NEC, the contractor shall provide any and all access doors at no additional cost. Doors shall be sized to meet the requirements of the work to be installed.

1.16 RECORD DRAWINGS/MANUALS

- A. Upon completion of the installation, Contractor shall submit to the Designer marked prints of drawings showing any changes made in circuits, location of equipment, panelboards or any other revision in the Contract Drawings, for the Owner's use in maintenance work and for future additions and expansions. Marked changes shall also include changes due to change orders unless already recorded by revised drawing or bulletin drawing.
- B. These records shall be submitted in one of two formats: either a clean, legible, marked set of prints with all markings in distinguishable colored pencil such as red; or a set of reverse-run reproducible sepia prints marked in soft pencil so that blue-line prints can be reproduced as required. The format to be used shall be as defined in the General Requirements section of the contract documents. If no format is defined, the marked blue-line prints shall be submitted.

- C. Operation and Maintenance manuals shall be submitted to the Designer at 80% completion. Information included shall be a copy of all submittal data, shop drawings and necessary operating and maintenance instructions and wiring diagrams on all major items of equipment and all special systems (fire alarm, intercom, etc.). Submit these manuals in the quantities and format described in the General Requirements section.
- 1.17 It shall be the sole responsibility of the Division 26 contractor to notify the area Electrical Inspector from the State Construction Office of any necessary inspections and to schedule said inspections. Inspections shall only take place Monday-Friday during normal working hours.

APPENDIX

**APPROVED SUITABLE QUALIFIED TESTING LABORATORIES TO LABEL ELECTRICAL
& MECHANICAL EQUIPMENT IN ACCORDANCE WITH N.C. GENERAL STATUTE § 66-25
and § 143-139.1 AS OF JANUARY 2022**

Applied Research Laboratories Equipment Categories

5371 Northwest 161st Street, Miami, Florida 33014 12, 14, 15, 22, 24, 31, & 43
(305) 624-4800

CSA International Equipment Categories

178 Rexdale Boulevard, Toronto, Ontario, Canada M9W 1R3 All
(416) 747-2798

Curtis-Straus Equipment Categories

527 Great Road, Littleton, Massachusetts 01460 7, & 26-28
(978) 486-8880 x 296

Eurofins E&E North America / MET Laboratories Equipment Categories

901 Sheldon Drive, Cary, NC 27513 7, 10 - 16, 18, 22, 23, 26 - 31, 37 - 40, 43, 44, 47, 48, & 50
(919) 481-9319

FM Approvals LLC Equipment Categories

PO Box 9102, Norwood, Massachusetts 02062 4, 5, 9, 13, 17, 19, 24, 28, 31, 32, 39, 43, & 47-51
(781) 762-4300

IAPMO EGS Equipment Categories

5001 East Philadelphia Drive, Ontario, California 91761 12, & 30
(909) 472-4100

Intertek Testing Services ITS-ETL Equipment Categories

3933 US Route 11, Cortland, New York 13045-2014 All except 21
(607) 753-6711

Intertek Testing Services ITS-Warnock Equipment Categories

3933 US Route 11, Cortland, New York 13045-2014 17, 18, 21, 24, & 25
(607) 753-6711

LabTest Certification, Inc. Equipment Categories

#112-3255 Pepper Lane, Las Vegas, Nevada 89120 12, 13, 17, 18, 21, 28, 29, 30, 40, 43, & 48
(702) 269-0578

National Technical Systems (NTS) Equipment Categories

533 Main Street, Acton, MA 01720 26, 27, & 28
(978) 263-2933

NEMKO North America, Inc. Equipment Categories

2210 Faraday Avenue, Suite 150, Carlsbad, California 92008 6 - 16, 22, 23, 26 - 31, 40, 43, 47, & 48
(760) 444-3500

NSF International Equipment Categories

789 North Dixboro Road, Ann Arbor, Michigan 48105-9723 11-16, 26-31, 40, 43, & 48
(734) 769-8010

Omni-Test Laboratories Equipment Categories

13327 NE Airport Way, Portland, Oregon 97230 17, 18, & 21
(503) 643-3788

PFS Corporation Equipment Categories

1507 Matt Pass, Cottage Grove, Wisconsin 53527 17, 21, & Replacement Blowers & coils
(608) 839-1013

QPS Evaluation Services, Inc. Equipment Categories

1501 Valley Creek Drive, Hillsborough, North Carolina 27278 6-12, 14-16, 22, 23, 26-29, 31, 36, 39, 40, 43, 46-48, 50, & 51
(919) 414-5381

RADCO Equipment Categories

3220 East 59th Street, Long Beach, California 90805 17, 18, & Replacement blowers & coils
(310) 272-7231

Salus Engineering International Equipment Categories

3004 Scott Boulevard, Santa Clara, California 95054 16, 28, 37, 43, & 50
(408) 235-8831

SGS Consumer Testing Services Equipment Categories

620 Old Peachtree Road, Suite 100, Suwanee, GA 30024 1-5, 9-16, 22, 26-31, 33, 35-41, 43, 47-48, & 50-51
(770) 570-1800

SolarPTL, LLC Equipment Categories

1107 West Fairmont Drive, Tempe, AZ 85282 4
(480) 966-1700

Southwest Research Institute Equipment Categories

6220 Culebra Road, San Antonio, Texas 78238-5166 4
(210) 684-5111

TUV SUD America Equipment Categories

10 Centennial Drive, Peabody, MA 01960 4-8, 10-20, 22, 23, 26-29, 31, 35, 36, 38, 39, 43, 46-48, & 50
(978) 573-2530

TUV Rheinland of North America Equipment Categories

762 Park Avenue, Youngsville, North Carolina 27596 7-9, 11-14, 16, 26-29, 31, 40, 43, 47-48, & 50
(919) 554-3668

Underwriters Laboratories, Inc. Equipment Categories

12 Laboratory Drive, RTP, North Carolina 27709 All
(919) 549-1400

EQUIPMENT CATEGORIES

1. Conductors for General Wiring
2. Flexible Cords
3. Wires and Cables for Special Applications
4. Materials and Components for Special Applications
5. Alarm Signal and Detecting System Components
6. CATV and Radio Distribution System Components
7. Communication System Components
8. Radio and Television Components
9. Energy Management System Components and Controllers
10. Sound Recording and Reproduction Equipment
11. Fixed Office Appliances and Business Equipment
12. Electrical Appliances
13. Electric Space Heating Equipment and Accessories
14. Air Conditioning Equipment and Accessories
15. Heat Pump Equipment and Accessories
16. Refrigeration Equipment and Accessories
17. Gas Fired Heating Equipment and Accessories
18. Gas Fired Appliances
19. Oil Fired Heating Equipment and Accessories
20. Oil Fired Appliances

21. Solid Fuel Heating Equipment
22. Fans and Ventilators
23. Filtering Equipment
24. Duct Materials Including Dampers
25. Chimneys and Vents
26. Electrical Data Processing Equipment
27. Medical, Dental, and X-Ray Equipment
28. Laboratory Equipment, Electrical Measuring, and Testing Equipment
29. Food Preparation Machines
30. Swimming Pool and Spa Equipment
31. Miscellaneous Fixed Equipment - Amusement Machines, Animal Care, Appliances
Battery Chargers, Cleaning Machines, etc.
32. Fire Extinguishing Equipment
33. Circuit Breakers
34. Fuses
35. Wiring Devices, Attachment Plugs and Toggle Switches
36. Switches and Switching Devices - Other than Toggle
37. Panelboards
38. Switchboards
39. Transformers
40. Electrical Signs and Accessories
41. Ground-Fault Circuit Interrupters
42. Ground-Fault Sensing and Relaying Equipment
43. Industrial Control Equipment - Motor Controllers, Industrial Control Panels,
Motor Control Centers, Motorized Valves, Solenoids, etc.
44. Transient Voltage Surge Suppressors and Filters
45. Lightning Protection System Components and Lightning Protection Devices
46. Metering Enclosures and Meter Sockets
47. Emergency Lighting and Power Equipment System Components
48. Lighting Fixtures, Lamp Holders, and Accessories
49. Auxiliary Gutters, Junction, Pull and Outlet Boxes, and Cabinets and Cutout Boxes
50. Electrical Equipment for Hazardous Locations
51. Grounding and Bonding Equipment
52. Wire Connectors, Lugs, and Terminal Fittings
53. Insulating Tape and Closures

END OF SECTION 260500

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SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. Sleeves and sleeve seals for cables.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled per an approved third-party agency. Refer to Appendix in Section 26 05 00 for listing of acceptable agencies.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70.
- B. Conductor Insulation: Comply with NEMA WC 70 for Types THW, and THHN-THWN.

2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Coordinate sleeve selection and application with selection and application of firestopping specified in Specification Section "Firestopping."

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN, single conductors in raceway.
- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN-THWN, single conductors in raceway.
- D. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN, single conductors in raceway.
- E. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- F. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and underground: Type THHN-THWN, single conductors in raceway.
- G. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- H. Class 2 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 26 Sections "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."
- G. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- H. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- I. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches (300 mm) of slack.

3.4 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- B. Cut sleeves to length for mounting flush with both wall surfaces.
- C. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- D. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed.
- E. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- F. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and cable, using joint sealant appropriate for size, depth, and location of joint according to Specification Section "Joint Sealants."
- G. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.5 SLEEVE-SEAL INSTALLATION

- A. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.

- B. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements of other sections.
- C. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes methods and materials for grounding systems and equipment.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled per an approved third-party agency. Refer to Appendix in Section 26 05 00 for listing of acceptable agencies.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.

2.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 10 AWG and smaller, and stranded conductors for No. 8 AWG and larger, unless otherwise indicated.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Single-phase motor and appliance branch circuits.
 - 3. Three-phase motor and appliance branch circuits.
 - 4. Flexible raceway runs.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations, but if a disconnect-type connection is required, use a bolted clamp.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.3 SUBMITTALS

- A. Product Data: For steel slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Equipment supports.
- C. Welding certificates.

1.4 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 3. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 4. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 5. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.

- 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 5. Toggle Bolts: All-steel springhead type.
 6. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.

- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
 - 6. To Light Steel: Sheet metal screws.
 - 7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 - 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.2 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, details, and attachments to other work.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled per an approved third-party agency. Refer to Appendix in Section 26 05 00 for listing of acceptable agencies.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. Rigid Steel Conduit: ANSI C80.1.
- B. EMT: ANSI C80.3.
- C. FMC: Zinc-coated steel.
- D. LFMC: Flexible steel conduit with PVC jacket.
- E. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 - 1. Fittings for EMT: Steel, compression insulated throat type.

2.2 BOXES, ENCLOSURES, AND CABINETS

- A. Sheet Metal Outlet and Device Boxes: NEMA OS 1.

- B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- D. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.
- E. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
 - 1. Exposed Conduit: Rigid steel conduit.
 - 2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 3. Boxes and Enclosures, Aboveground: Type NEMA 3R.
- B. Comply with the following indoor applications, unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 - 5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, nonmetallic in damp or wet locations.
- C. Minimum Raceway Size 3/4-inch (21-mm) trade size, interior applications, and 1-inch for underground applications and interior telecommunications applications.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 - 2. EMT: Use steel compression fittings; connectors shall have insulated throats.
 - 3. EMT: Where conduits do not terminate in a box or other enclosure, provide with insulated throat connector at termination point.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- H. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- I. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70, including service entrance points (NEC230-8).
- J. Flexible Conduit Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed lighting fixtures, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations not subject to physical damage.
- K. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- L. GRC shall be terminated with either double lock nuts/bushings or in a threaded hub.
- M. The use of LBs shall be limited as much as possible. Where used for raceway larger than 2" in size, "mogul" type bodies shall be provided.

- N. Boxes and Conduit shall be painted as identified in other sections of the specifications or as detailed on the Drawings. Circuit information on above ceiling boxes shall be clearly indicated with indelible marker on all lighting and power circuits.

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Identification for conductors and communication and control cable.
 - 2. Equipment identification labels.

1.2 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.

1.4 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

PART 2 - PRODUCTS

2.1 CONDUCTOR AND COMMUNICATION- AND CONTROL-CABLE IDENTIFICATION MATERIALS

- A. Marker Tape: Vinyl or vinyl -cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.2 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved phenolic labels, lettering no less than 3/8" high.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Auxiliary Electrical Systems Conductor and Cable Identification: Use marker tape to identify field-installed alarm, control, signal, sound, intercommunications, voice, and data wiring connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and cable pull points. Identify by system and circuit designation.
 2. Use system of designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
- B. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Blue surface with white core for 208Y/120-volt equipment.
 - b. Black surface with white core for 480Y/277-volt equipment.
 - c. Red surface with white core for life safety equipment
 2. Equipment to Be Labeled:
 - a. Disconnect switches.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach non-adhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- F. Color-Coding for Phase Identification, 600 V and Less: Use the colors listed below for ungrounded conductors **UNLESS EXISTING COLOR CODING DIFFERS**:
 1. Color shall be factory applied.
 2. Colors for 208Y/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White
 - e. Ground: Green
 3. Colors for 480Y/277-V Circuits:

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- a. Phase A: Brown.
- b. Phase B: Orange.
- c. Phase C: Yellow.
- d. Neutral: Gray
- e. Ground: Green

END OF SECTION 260553

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SECTION 283111 - DIGITAL ADDRESSABLE FIRE ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. This Section includes fire alarm systems with manual stations, detectors, signal equipment, controls, and devices and contains all relevant criteria contained in the North Carolina State Construction Office document "Fire Detection and Alarm Systems" dated 2020.

1.2 SCOPE

- A. This section of the specifications includes the furnishing, installation, and connection of the microprocessor controlled, analog addressable intelligent reporting fire alarm equipment required to form a complete coordinated system ready for operation. It shall include, but not be limited to, alarm initiating devices, alarm notification appliances, control panels, auxiliary control devices, annunciators, power supplies, and wiring as shown on the Drawings and specified herein.
- B. The existing panel is a Fenwall 2000ML.

1.3 QUALITY ASSURANCE

- A. Installer's Qualifications: Company specializing in performing the work of this section and making the final terminations of this section. Minimum of 5 years documented experience installing fire detection and alarm systems similar in size and scope to this project. Qualifications of installer shall be provided with equipment submittal. The installer shall be certified by the manufacturer to install, program and service the system and shall directly supervise the final connections between the equipment and the wiring system.
- B. Only the Installer may make program changes and must be present for the 100% test, Engineer's inspection, and Owner inspections. Training certification shall not be more than 2 years old and must be for the equipment model installed on the project.
- C. Codes and Standards:
 - 1. NFPA Compliance: Comply with current applicable requirements of NFPA-72, National Fire Alarm Code.
 - 2. NEC Compliance: Comply with current applicable requirements of NFPA-70, National Electrical Code (NEC) standards pertaining to fire alarm systems.
 - 3. Testing Laboratory Compliance: Comply with provisions of UL safety standards pertaining to fire alarm systems. Provide products and components, which are Listed and Labeled.
 - 4. FM Compliance: Provide fire alarm systems and accessories, which are FM approved.

PART 2 - PRODUCTS

2.1 SYSTEM REQUIREMENTS

- A. All wiring shall be color coded in accordance with the following scheme, which shall be maintained throughout the system, without color change in any wire run:

<u>Addressable Devices</u>	<u>Approved Manufacture Data Cable</u>
Initiating Circuits, General*	Red (+)/White (-)
Signal Line Circuit Cable	Red jacket with Red(+)/Black(-)

- B. There shall be NO splices in the system other than at terminal blocks. "Wire nuts," crimp splices, or insulation piercing type connectors are not acceptable. All terminal block screws shall have pressure wire connectors of the self-lifting or box lug type.
- C. Permanent wire markers shall be used to identify all splices and terminations for each circuit. For splices, use markers or other means to indicate which conductors leads to the FACP. All junction boxes and covers shall be painted red, unless in finished areas.
- D. Detection or alarm circuits must not be included in raceways containing AC power or AC control wiring. Within the FACP, any 120 VAC control wiring or other circuits with an externally supplied AC/DC voltage above the nominal 24 VDC system power must be properly separated from other circuits and the enclosure must have an appropriate warning label to alert service personnel to the potential hazard.
- E. All wiring shall be checked for grounds, opens, and shorts, prior to termination at panels and installation of detector heads. The minimum resistance to ground or between any two conductors shall be ten megohms (10 MW), as verified with a megger. Provide advance notice to the A/E of these tests.

PART 3 - EXECUTION

3.1 SYSTEM TESTING & CERTIFICATION

- A. Upon completion of the installation, the installer's technician shall test *the affected devices* for proper response and indication. **In addition, the contractor shall test existing devices until a minimum of fifty (50) devices have been tested.** Also, in coordination with the other building system contractors, all other system functions shall be verified, including (where applicable) elevator capture and the control of HVAC systems, door locks, pressurization fans, fire or smoke doors/dampers/shutters, etc.
- B. The installer must fill out and submit the following documentation to the owner, through the engineer, prior to the system acceptance inspection:
1. The NFPA 72-2013, Figure 1-6.2.1, "Record of Completion" Form. Use this form (no substitutes) to detail the system installation and also to certify that: (a.) It was done per Code, and (b.) The Code-required 100% test was performed. The fire alarm installer

(manufacturer or authorized distributor's technician) must sign this form. ***This shall be an update to the existing form now on site.***

- C. After completion of the system test and submission of documentation, the installer is to request the engineer to set up an inspection. The system must operate for at least two days prior to this inspection. This will normally include the use of appropriate means to simulate smoke for testing detectors, as well as functionally testing the system interface with building controls, fire extinguishing systems and any off-premises supervising station. This inspection is intended to assure that the contractor has properly installed the system and performed the 100% operational test as required by NFPA 72. This will be a 100% test. The electrical contractor shall provide two-way radios, ladders, and any other materials needed for testing the system, including a suitable smoke source. The engineer must witness a “clean” 100% test before the system is accepted.

END OF SECTION 283111

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