PFA ARCHITECTS, PA
196 Coxe Ave
Asheville, NC 28801

Wednesday, September 18, 2019
3:00 PM EST

Buncombe County
Renovation of Hall Fletcher Elementary
located **at 60 Ridgelawn Road, Asheville, NC 28806**

GENERAL CONTRACT WORK

CONTRACTOR	LICENSE NO.	Bid Security Included	Addendums # 1, # 2, & # 3 Received	MBE Forms Attached to Bid Pkg.	Base Bid	Alternate # 1	Alternate # 2	Alternate # 3	UNIT PRICES No. 1 (per SF)	UNIT PRICES No. 2 (per LF)	UNIT PRICES No. 3 (per LF)	Totals (Base Bid & ALL Alternates)
Carolina Cornerstone Construction, Inc. PO Box 6779, Asheville, NC 28816	No Bid Received											
H&M Constructors (A Div. of MB Haynes Corp.) 187 Deaverview Road, Asheville, NC 28806 PO Box 16859, Asheville, NC 28816	No Bid Received											
J. Bartholomew Construction 1902 Spartanburg Hwy. Hendersonville, NC 28792-6598	**68658**	**Yes**	**Yes**	**Yes**	**$904,000**	($4,481)	$2,000	$1,000	$100/SF	**$100/LF**	**$60/LF**	**$902,519.00**
PC Construction Company 196 Tilley Drive S. Burlington, VT 05403	**6142**	**Yes**	**Yes**	**Yes**	**$715,000**	($4,107)	$1,028	$514	$193/SF	**$129/LF**	**$77/LF**	**$712,435.00**

I certify that the above bid was received by 3 PM, Wednesday, September 18th, 2019, at Buncombe County General Services Conference Room located at 40 McCormick Place in Asheville, NC 28801.
At which time they were opened, read aloud & tabulated.

Scott T. Donald, AIA

Alternates (located in Specification Section 01 2300 & detailed on Sheets C3.4; L1.1; A0.3; A0.7; SB-3; & SB-4):

Alternate # 1: **Resinous Floor in each of the Group Bathrooms, as indicated in Section 01 2300.**
Alternate # 2: Floor tile in Room E-140 Janitor, as indicated in Section 01 2300.
Alternate # 3: Resinous Floor in Room E-140 Janitor, as indicated in Section 01 2300.

Unit Prices (located in Specification Section 01 2100 & detailed on Revised Bid Proposal Form in Addendum # 1):

No. 1: Concrete Slab Demolotion, as indicated in Section 01 2200 (per SF).
No. 2: Pipe Replacement - below grade, as indicated in Section 01 2200 (per LF).
No. 3: Pipe Replacement - above ceiling, as indicated in Section 01 2200 (per LF).

Project Manual

BUNCOMBE COUNTY

RENOVATION/REPAIR
HALL FLETCHER ELEMENTARY SCHOOL

Asheville, North Carolina

Construction Documents

June 17, 2019

196 Coxe Avenue
Asheville, NC 28801

o: 828.254.1963
tf: 888.263.5281

w: pfarchitects.com
f: 828.253.3307

pfa architects, p.a.

DOCUMENT 00 0101

PROJECT TITLE PAGE

1.1 PROJECT MANUAL

A. Project Name: Renovation/Repair of Hall Fletcher Elementary School.

B. Owner: Buncombe County Schools

C. Architect:

PFA Architects, PA

196 Coxe Avenue, Asheville, NC 28801

D. Architect Project No. 1908.

E. Issued: June 17, 2019.

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END OF DOCUMENT

DOCUMENT 00 0110

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END OF TABLE OF CONTENTS

ADVERTISEMENT TO BIDDERS

Buncombe County Government
Owner

Hall Fletcher Elementary School
60 Ridgelawn Road
Asheville, NC 28806
Project Address

Sealed BIDS for renovation of:

Buncombe County Government
Renovations to Hall Fletcher Elementary School
Asheville, NC 28806

Single Prime sealed proposals will be received by Buncombe County ("Owner) at the Conference Room located at 40 McCormick Place in Asheville, NC 28801 on Wednesday August 28, 2019 no later than 3:00 PM, for the Renovation of Hall Fletcher Elementary School in Asheville, NC.

Sealed bid packages delivered or mailed before the bid date shall be sent to:

Mr. Mike Mace, Director
Buncombe County General Services
40 McCormick Place
Asheville, NC 28801

All work is in the Contract for General Construction. All proposals shall be lump sum per the bid form. Single Prime Contract Bids to include General Contract, Mechanical, Plumbing, and Electrical.

The Contract Documents (plans and specifications) for this project can be examined at the following locations beginning August 5, 2019

PFA Architects, PA
196 Coxe Ave.
Asheville, NC 28801
Hours: M-Th 8am – 5pm
F 8am – 12pm (noon)

Henco Reprographics
54 Broadway
Asheville, NC 28801
Hours: M-F 8am – 5:30pm

Copies of the Contract Documents may be purchased, beginning August 5, 2019 from:

Henco Reprographics
54 Broadway
Asheville, NC 28801
Phone: 828-253-0449
Hours of Business: M-F 8am- 5:30pm

NOTE: In an effort to save on printing cost and encouraging paperless projects, drawings and specifications in PDF format are available for a purchase prices of $80; which can also be purchased/obtained from Henco Reprographics' FTP website (www.hencoplanroom.com). Registration *and* payment is required *before* release of PDF documents. If you need further clarification, please contact Greg Underhill at Henco Reprographics.

Pre-Bid Conference:
A pre-bid conference will be held at Wednesday August 21, 2019 at 10:30 AM local time, at Hall Fletcher Elementary School, 60 Ridgelawn Road Asheville, NC 28806. The conference is open to all Bidders and other interested parties.

All Bidders are notified that they must have proper General Contractor Unlimited licensure (Classification for Building) under the laws of the State of North Carolina to perform not only

ADVERTISEMENT TO BIDDERS

General Contract work, but also Electrical, Mechanical, Plumbing, Fire Protection, etc. (as noted in the requirements for Scope of Work specified on this project).

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, ant the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Each proposal shall be accompanied by a cash deposit, a cashier's check 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 maximum amount of the bid executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand, forthwith make payment to the obliges upon said bond if the bidder fails 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 (10) 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, with a Corporate Surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign Bid Bonds or payment bond and performance bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

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

It is anticipated that the contractor will be instructed to commence work in mid-October. The project shall be substantially completed as described in the General Conditions and ready for occupancy for its intended purpose within One Hundred Eighty (180) consecutive calendar days.

BIDDER further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as provided in Article 15 of the General Conditions.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of Sixty (60) days without the consent of the Owner.

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

Signed:

Mr. Mike Mace, Director
Buncombe County General Services
40 McCormick Place
Asheville, NC 28801

GENERAL CONDITIONS OF THE CONTRACT

STANDARD FORM FOR SINGLE PRIME CONSTRUCTION PROJECTS

NORTH CAROLINA
COUNTY OF BUNCOMBE
HALL FLETCHER ELEMENTARY RENOVATION
HALL FLETCHER ELEMENTARY SCHOOL

GENERAL CONDITIONS OF THE CONTRACT

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EXHIBITS/APPENDICES

ARTICLE 1 - DEFINITIONS

a. The **contract documents** consist of the Request for Proposal (RFP); General Contractor's formal response to the RFP; General Conditions of the Contract; special conditions if applicable; 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 contract; the performance bond; the payment bond; insurance certificates. All of these items together form the contract.

b. The **Owner** is Buncombe County Government.

c. The **designer** or **project designer** means the firm or firms of architects or engineers or both (and their consultants) which have undertaken to design the project pursuant to a contract with the Owner, (hereinafter, the "design contract").

d. Intentionally left blank for sequential numbering purposes.

e. A **subcontractor**, as the term is used herein, shall be a trade contractor, a general, mechanical, electrical, plumbing, specialty contractor, or a trade contractor, who has entered into a direct contract with a GC, 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 as supervised by the GC.

h. The **project** is the total construction work to be performed under the contract documents.

i. Intentionally left blank for sequential numbering purposes.

j. **Change order**, as used herein, shall mean a written order to the GC subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the GC, designer and the Owner, in that order (Article 19).

k. **Field Order,** as used herein, shall mean a written approval for the GC to proceed with the work requested by Owner prior to issuance of a formal Change Order. The field order shall be signed by the GC, designer, and Owner.

l. **Field Change,** as used herein shall mean a written approval from the Owner for the GC to proceed with work requested by the Owner.

m. **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).

n. **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 GC to complete the work within the time specified. Liquidated damages, as stated in the contract documents, shall be the sole damages paid by the GC for delay in connection with this Project.

o. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the GC, and which engages to be responsible for the GC and his acceptable performance of the work.

p. **Routine written communications between the Designer and the General 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 cannot be identified as "request for information".

q. **Clarification or Request for information (RFI)** is a request from the GC 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 GC's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.

r. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.

s. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.

t. **"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 the designer and owner.

u. **"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.

v. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.

w. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.

x. **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.

y. **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.

z. **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 final inspection.

aa. left blank for numbering purposes

bb. **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 local Authority Having Jurisdiction (AHJ). Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.

cc. **Final Acceptance** is the date in which the Owner accepts the construction as totally complete. This includes the local AHJ 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. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small- scale drawings.

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 GC shall execute each copy of the response to bid, 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 General 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 GC's signature on the performance bond and the payment bond shall correspond with that on 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 GC 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 GC 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 GC electronic copies of plans and specifications. If requested by the GC, up to 3 paper copies of plans and specifications will be provided free of charge, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the GC shall clearly and legibly record all work-in-place that is at variance with the contract documents. Additional sets shall be furnished at cost, including mailing, to the GC at the request of the GC.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

a. Within fifteen (15) consecutive calendar days of the notice to proceed, a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be prepared by the GC and provided 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 GC 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 GC'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 GC. 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.

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) for his use. The remaining copies of each submittal shall be returned to the GC not later than twenty (20) days from the date of receipt by the Designer, for the GC'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 by the designer shall not be construed as relieving the GC 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 error has been called to the attention of the designer in writing by the GC.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

a. The GC 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 or his authorized representative, and the owner.

b. The GC 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 GC and submitted to the designer upon project completion and no later than thirty (30) days after 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 GC shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, scaffolding and incidentals necessary for the completion of his work, and to 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. The GC 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 there from, 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 GC 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 GC may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the GC has the option of using any product and manufacturer combination listed. However, the GC 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. The GC shall be responsible for reviewing all substitution requests from their subcontractors prior to submission to the Project Designer and Owner and shall track & monitor all such requests. Requests for substitution of materials, items, or equipment shall be submitted to the Project Designer for approval or disapproval. Alternate materials may be requested after award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and the owner approves.

e. The GC shall obtain written approval from the designer for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such

approvals must be obtained as soon after contract awards as possible and before any materials are ordered.

f. 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 conduct 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 GC 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 GC shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The GC 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 GC 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 GC observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the GC performs any work or authorizes any work to be performed 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 there from. 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 GC unless otherwise specified.

c. Projects constructed by Buncombe County or a subdivision thereof are subject to inspection by appropriate county or municipal authorities and building codes. The GC shall cooperate with the county and/or municipal authorities by obtaining building permits. Permits shall be obtained at GC's cost.

d. Projects involving local funding (Community Colleges) are also subject to county and municipal building codes and inspection by local authorities. The GC shall pay the cost of these permits and inspections unless otherwise specified.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

a. The GC shall be 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. The GC 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. The GC shall be responsible for and pay for any damages caused to the Owner. The GC shall have access to the project at all times.

b. The GC shall be responsible to 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. 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.

d. The GC shall ensure that all trees and shrubs designated to remain in the vicinity of the construction operations are protected in accordance with the requirements of the plans and specifications. All walks, roads, etc., shall be barricaded 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 GC shall develop and implement a project safety plan that provides 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. The GC shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The GC shall insure that protection is provided against damage or injury resulting from falling materials and that all protective devices and signs be maintained throughout the progress of the work.

f. The GC 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 N.C.G.S. 95-126 through 155.

g. The GC 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 an emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the GC 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 GC 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 GC 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 GC 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 GC 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 GC 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 by the designer, designated official representatives of the Owner and those persons required by state law to test special work for official approval. The GC shall therefore provide safe access to the work at all times for such inspections.

b. All instructions to the GC 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 GC.

c. The GC shall perform quality control inspections on the work of Principal Trade and Specialty Contractors to guard the Owner against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Project Designer. The GC shall advise the Project Designer of any apparent variation and/or deviation from the intent of

the Contract Documents and shall take the necessary action to correct such variations and deviations.

d. All work shall be inspected by designer, special inspector prior to being covered by the contractor. The GC shall give a minimum of two week notice unless otherwise agreed to by all parties. If inspection fails, after the first re-inspection all costs associated with additional re-inspections shall be borne by the GC.

e. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the GC shall give adequate notice to the Project Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Project Designer. Such special tests or inspections will be made in the presence of the Project Designer, or his authorized representative, and it shall be the GC's responsibility to serve ample notice of such tests.

f. All laboratory tests shall be paid by the Owner unless provided otherwise in the contract documents except the GC 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.

g. Should any work be covered up or concealed prior to inspection and approval by the Project Designer such work shall be uncovered or exposed for inspection, if so requested by the Project Designer in writing. Inspection of the work will be made promptly upon notice from the GC. 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 GC.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

a. On-site representatives of the GC shall manage the work and coordinate the work with the activities of the Owner and Project Designer to complete the project with the Owner's objectives of cost, time and quality. Throughout the progress of the work, the GC shall maintain a competent and adequate full-time staff approved by the Owner and Project Designer. It is understood that the designated and approved on-site representative of the GC will remain on the job and in responsible charge as long as those persons remain employed by the GC unless otherwise requested or agreed to by the Owner. The GC shall establish an on-site organization with appropriate lines of authority to act on behalf of the GC. Instructions, directions or notices given to the designated on-site authority shall be as binding as if given to the GC. However, directions, instructions, and notices shall be confirmed in writing.

b. The GC 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. The GC shall call and preside over monthly job site progress conferences. The GC shall require attendance from other subcontractors and material suppliers 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. The GC shall be prepared to assess progress of the work and to recommend remedial measures for correction of progress as may be appropriate. The GC with assistance from the Designer shall be the coordinator of the conferences and shall preside as chairman. The GC 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.

d. The GC, if necessary, 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 nearby in a location where same will not be disturbed and where direct instruments sights may be taken.

e. Intentionally left blank for sequential numbering purposes.

f. The CPM schedule shall be a complete computer generated network analysis showing the complete sequence of construction activities, identifying the work of separate stages and other logically grouped activities, indicating early and late start and early and late finish dates, float duration and a complete logic. Monthly updates will show the estimated completion of each activity.

g. Intentionally left blank for sequential numbering purposes.

h. The GC shall maintain the project CPM schedule, making monthly adjustments, updates, corrections, etc., which are necessary to finish the project within the time allotted by the contract. In doing so, the GC shall keep the designer fully informed as to all changes and updates to the schedule. The GC shall submit to the Project Designer a monthly report of the status of all work activities. The monthly status report shall show the actual work completed to date in comparison with the original amount of work scheduled. If the work is behind schedule, the GC must indicate in writing what measures are being taken to bring the work back on schedule and ensure that the contract completion date is not exceeded. If the work is greater than thirty (30) days behind schedule and no legitimate requests for time extensions are in process, then the GC shall prepare and submit to the Project Designer a recovery schedule for review and approval. Failure of the GC to abide by the directives in this paragraph will give the Owner cause to exercise the remedies set forth in Article 29 of the General Conditions and pursue any other legal remedies allowed it by law.

ARTICLE 15 – {NOT USED}

ARTICLE 16 – {NOT USED}

ARTICLE 17 – {NOT USED}

ARTICLE 18 - DESIGNER'S STATUS

a. The Project Designer shall provide 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 stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.

b. The Project 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 GC, taking sides with neither.

c. Should the Project 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 Project Designer.

d. The Project Designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.

e. The Project Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The GC shall provide facilities for such access so the Designer may perform his functions under the contract documents.

f. Based on the Project Designer's inspections and evaluations of the project, the Project Designer shall issue interpretations, directives and decisions as may be necessary to assist the GC in the administration of the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract. The GC's decisions, however, relating to means and methods, and administration of the contracts the GC holds are final.

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 GC 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 authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

   A field order, transmitted by email, fax, 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 County may direct the GC to proceed on a time and material basis whereupon the GC shall proceed and keep accurately on such form as may be required, 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, the GC is restricted to the use of the following methods:

1 Where the extra work involved is covered by unit prices quoted in the proposal, the value of the change shall be computed by application of unit prices based on quantities estimated or actual as agreed of the items involved, except is such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.

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

d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined for a Principal Trade or Specialty Contractor and all multi-tier subcontractors shall not exceed fifteen percent (15%) of **net cost** of the work. 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 project;

2 The actual costs of labor expended 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;

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

5 The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the project. Overtime and extra pay for holidays and weekends shall not be incurred by the Owner as a cost item or otherwise.

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 breakdown showing method of arriving at net cost as defined above.

g. In all change orders, the procedure will be for the Project Designer to request proposals for the change order work in writing. The Project Designer shall verify correctness. Within fourteen (14) days after receipt of the GC's proposal, the Project Designer shall prepare the change order and forward to the GC for his signature or otherwise respond, in writing, to the GC's proposal. Within seven (7) days after receipt of the change order executed by the GC, the Project 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 for final approval, within seven (7) days of receipt. Copies will be sent to the Project Designer for distribution to the GC and the surety. 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 GC 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 agreed, 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 GC's terms are unacceptable, the Owner, may require the GC to perform such work on a time and material basis in accordance with paragraph "b" 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 AND DISPUTE RESOLUTION

a. Should the GC consider that as a result of any instructions given in any form 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 GC 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 will 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 GC shall not act on instructions received by him from persons other than the Project Designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Project Designer will not be responsible for misunderstandings claimed by the GC 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. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between the Owner and the Design Consultant, that any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. The costs of the process shall be divided equally between the parties to the dispute.

d. The mediation session shall be private and shall be held in Buncombe County, North Carolina or in another North Carolina County agreed upon by both parties. Mediation under this Article 11 shall not be the cause for a delay of the Project which is the focus of the dispute.

e. If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the Mediator shall be deemed appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

f. If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of Buncombe and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Project 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, and shall be binding on the Owner and the GC.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner and the Project Designer, the Owner shall be reimbursed by the GC. 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 final completion date will be as determined by the Owner, Designer and GC during the pre-construction phase of the project and will be incorporated into the contract for construction services between the Owner and the GC.

b. The GC shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the Project Designer and shall fully complete all work hereunder within the time of completion specified. For each day in excess of the above number of days, the GC shall pay the Owner the sum stated as liquidated damages ($500.00 for each consecutive calendar day) to cover the loses to be incurred by the Owner by reason of failure of the GC to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.

c. If the GC is delayed at any time in the progress of his work by any act or negligence of the Owner or the Project Designer, or by any employee of either; 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 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 GC 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.

d. Request for extension of time shall be made in writing to the designer, copies to the owner, within twenty (20) days following cause of delay. In case of continuing cause for delay,

the GC shall notify the designer, copies to the owner, of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.

e. The GC shall notify his surety in writing of extension of time granted.

f. No claim shall be allowed on account of failure of the Project 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 when the work is substantially complete.

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 and contractor(s). If beneficial occupancy is granted, 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.

3. Contractor will obtain consent of surety.

4. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.

5. The Owner shall have the right to exclude the GC from any part of the project which the Project Designer has so certified to be substantially complete, but the Owner will allow the GC reasonable access to complete or correct work to bring it into compliance with the contract.

6. Occupancy by the Owner under this article will in no way relieve the GC 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, unless Owner's occupancy causes any delay.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

a. Upon notification from the GC that the project is complete and ready for inspection, the Project Designer shall make a designer final inspection to verify that the project is complete

and ready for final inspection. Prior to final inspection, the GC shall ensure that all items requiring corrective measures noted at the designer final inspection are complete. The Project Designer shall schedule a final inspection at a time and date acceptable to the Owner and the GC.

b. At the 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 final inspection, the designer and Owners' representative shall make the following determinations:

    1. That the project is completed and accepted.

    2. That the project is accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of final inspection or the Owner may invoke Article 28, Owner's Right to Do Work.

    3. That the project is not complete and another date for a final inspection will be established.

c. Within fourteen (14) days of acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the Project Designer shall certify the work and issue applicable certificate(s) of compliance.

d. Any discrepancies listed or discovered after the date of final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42.

e. The date of acceptance will establish the following:

    1. The beginning of guarantees and warranties period.

    2. The date on which the GC'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 GC (if applicable).

f. **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 GC, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the GC.

b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Project Designer, and shall make satisfactory progress until completed.

c. Should the GC 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 Project Designer, shall relieve the GC from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. The GC shall correct or make good any defects due thereto and repair any damage resulting therefrom, 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 GC and establish a time limit for completion of corrections by the GC. 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 GC 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 GC 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 GC, such action and cost of same having been first approved by the Project Designer. Should the cost of such action of the Owner exceed the amount due or to become due the GC, then the GC or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess. If a cure cannot reasonably be completed within seven (7) days, then the Owner will not self-perform so long as GC begins the directed work within 7 days and thereafter diligently pursue its completion.

ARTICLE 29 - ANNULMENT OF CONTRACT

If the GC 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 GC 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 GC and his surety of such delay, neglect or default, specifying the same, and if the GC 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 GC, 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 GC 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 GC, then the said GC 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 GC and the surety shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE 30 – GENERAL 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 GC, 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 GC, 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 GC for the cost of all materials delivered and work performed on this contract plus ten (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 GC 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 GC 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 GC's work has been satisfactorily completed on schedule, with approval of the owner 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. Prior to submitting the first payment request, the GC shall prepare a schedule showing a breakdown of the contract price. This schedule of values will be submitted to & approved by the designer and Owner within 30 days of the Notice to Proceed. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the designer and Owner may require.

c. Applications for payment shall be in a form agreed upon by the GC, designer and Owner and shall be prepared and supported by such data to substantiate the accuracy of the request as the designer may require.

d. Intentionally left blank for sequential numbering purposes.

e. Intentionally left blank for sequential numbering purposes.

f. 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 GC 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 GC, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the GC 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 and owner and located as close to the site as possible. The warehouse selected must be approved by the GC'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 and owner of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the GC. 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 and the owner prior to approval for the storage and shall include an agreement by the storing party which

unconditionally gives the County absolute right to possession of the materials at any time. Bond, security and insurance protection shall continue to be the responsibility of the GC.

g. In the event of beneficial occupancy, retainage of funds due the GC may be reduced with the approval of the Owner 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 GC's bonding company.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

a. Within five (5) days from receipt of request for payment from the GC, 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 GC 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 GC.

    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 GC 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 GC 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 GC 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 contracts amounts and total actual payments to subcontractors and material suppliers.

2. Affidavit of Release of Liens.

3. Affidavit from GC 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 Project Designer, certificates of compliance issued, and the GC has complied with the closeout requirements. The designer shall forward the GC'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 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 against the GC.

b. The Owner may authorize the withholding of payment for the following reasons:

1. Claims filed against the GC or evidence that a claim will be filed.

2. Evidence that subcontractors have not been paid.

c. Intentionally left blank for sequential numbering purposes.

d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the GC without cause will make owner liable for payment of interest to the GC 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

GC agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County's signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on GC's duty to carry adequate insurance. All policies of insurance shall be on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the County. The minimum insurance coverage which the GC shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

Worker's Compensation. Coverage at the statutory limits in compliance with applicable State and Federal laws. GC shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability. Coverage with minimum limits of $1,000,000 each employee accident and $1,000,000 each employee disease.

Commercial General Liability. Insurance covering all operations performed by the GC with a minimum limit of $5,000,000 per occurrence with a $10,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Buncombe County shall be named as an additional insured under the policy.

Commercial general liability coverage shall not restrict coverage under such policy with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to County. This policy shall not limit the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or damage to the work.

Professional Liability. Insurance covering GC for acts, errors, or omissions in performance of the Agreement with a minimum limit of $1,000,000 per claim with a $2,000,000 aggregate. Policy is to be on a primary basis if other professional liability is carried. This policy shall remain in effect three (3) years after project completion.

Contractor's Pollution Liability. If GC's commercial general liability policy referenced above does not include an endorsement including the Limited Pollution Liability Extension, GC will be required to purchase a Pollution Liability policy with limits of $1,000,000 per loss and $1,000,000 aggregate. GC shall keep this policy in effect 3 years after completion of the project. Buncombe County shall be named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of GC, including completed operations.

Business Automobile Liability. Insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement. The minimum combined single limit per occurrence shall be $1,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.

Umbrella/Excess Liability. If the underlying liability policy limits are less than those required, GC may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over the underlying general liability policy. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.

Builder's Risk. GC shall purchase and maintain property insurance (Builder's Risk) in the amount of the initial contract plus values of subsequent modification, change orders, and loss of materials supplied or installed by others comprising the value of the entire project at the site on a replacement cost basis (subject to such deductible amounts as may be required by laws and regulations). Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed to in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Buncombe County has insurable interest in the property to be covered, whichever is earlier. This insurance shall include the interests of the Owner, Contractor, Subcontractors, Owner's Representatives and Owner's Representative's Consultants in the Work.

The Builders' Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, soft costs, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation.

Contractors engaged in modifications of existing structures are required to secure a Beneficial Occupancy Endorsement to enable the County to occupy the facility during construction.

Additional Insurance Provisions.
If GC maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by GC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

GC shall provide the County with certificates of insurance listing County as the certificate holder and evidencing the above amounts. Buncombe County shall be named as additional insured under the commercial general liability policy and if applicable, GC's Pollution Liability policy. Before commencing work and for any subsequent renewals, GC shall furnish the County with certificates of insurance on an approved form.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

GC shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and GC shall ensure that Buncombe County is an additional insured on insurance required from subcontractors.

Waiver of Subrogation: GC hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of payment of any loss under such insurance. GC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Providing and maintaining adequate insurance coverage is a material obligation of GC and is of the essence of this contract. GC may meet its requirements of maintaining specified coverage and limits by demonstrating to the County that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the County. GC shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by GC shall not be interpreted as limiting the contractor's liability and obligations under the contract.

GC is only required to issue coverage for insurance limits as listed in the contract.

Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

a. The GC 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, for the entire project. Bonds shall be executed in the form bound with the 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 GC on account of the contract shall not become due until the GC 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 GC in connection with this contract.

ARTICLE 37 - ASSIGNMENTS

The GC 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 GC under the contract may be assigned.

ARTICLE 38 - USE OF PREMISES

a. The GC 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 shall not exceed those established limits in his operations.

b. The GC shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

c. The GC 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 GC shall ensure that all cutting, fitting or patching that may be required to make the work 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 subcontractor shall endanger any work of another such contractor by cutting, digging or other means, nor shall he cut or alter the work of any other such contractor without the consent of the designer and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

a. The GC shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the project. If the Owner specifies that the GC is to pay all utilities, any permanent meters installed shall be listed in the GC's name until his work is fully accepted by the Owner. The Owner may: (1) pay utilities cost directly, (2) require the GC to pay all utilities cost, (3) or reimburse the GC for the actual cost of utilities. The Owner or GC, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur in project completion. Coordination of the work of the utility companies during construction is the sole responsibility of the GC.

b. If applicable Meters shall be relisted in the Owner's name on the day following completion and acceptance of the GC's work, and the Owner shall pay for services used after that date.

c. Prior to the operation of permanent systems, the GC will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.

d. The GC shall ensure that the permanent building systems are 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 GC and the designer. Use of the equipment in this manner shall in no way affect the warranty requirements of the GC.

e. The GC shall coordinate the work so that the building's permanent power wiring distribution system shall be in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.

f. The GC shall coordinate the work so that the building's permanent lighting system shall be ready at the time interior painting and finishing begins and shall provide adequate lighting in those areas where interior painting and finishing is being performed.

g. The GC 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 acceptance of work by the Designer and Owner, the GC shall coordinate the removal and replacement of 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 beneficial occupancy 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 GC shall ensure that all lamps are in proper working condition at the time of final project acceptance.

h. The GC 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 subcontractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.

i. The GC shall, if required by Owner 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.

j. On multi-story construction projects, the GC shall either provide or ensure that temporary elevators, lifts, or other necessary special equipment is available 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 GC bid.

k. The GC 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 GC's name, 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 GC shall ensure that the building and surrounding area is 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. The GC shall provide an on-site refuse container(s) for the use of all subcontractors. The GC shall ensure that each subcontractor removes their rubbish and debris from the building on a daily basis. The GC shall ensure that the building is broom cleaned as required to minimize dust and dirt accumulation.

b. The GC shall provide and maintain suitable all-weather access to the building.

c. Before final inspection and acceptance of the building, the GC shall ensure that all portions of the work are clean, 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 GC 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.

c. Additionally, the Owner may bring an action for latent defects caused by the negligence of the GC, 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

The GC shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the sole negligence of the GC, its agents or employees, as determined by a court of law or as agreed to by the parties through any alternative dispute resolution. A determination of such sole negligence of the GC may include, but is not limited to, (1) the GC's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the GC, and anyone directly or indirectly employed by the GC.

Except as otherwise set forth in this Agreement, the GC and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the GC for acts or failures to act by the Contractor.

Neither Party shall be liable to the other for consequential damages in any way arising out of this Agreement, however, this waiver of consequential damages has no effect on the liquidated damages provisions in this Agreement.

Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity. And that the County's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to County's self-insured claim policies and North Carolina law.

ARTICLE 45 - TAXES

a. Federal excise taxes do not apply to materials entering into local government work.

b. Federal transportation taxes do not apply to materials entering into local government 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 local government 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 local government 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 GC's statements:

GC's performing contracts for local government agencies shall ensure that they and all subcontractors will provide information to give the local government agency for whose project the materials, supplies, fixtures and/or equipment was purchased a signed statement containing the information listed in N.C.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 from the contractors 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 GC.

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 GC agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The GC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap 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. General Contractors are reminded of the requirements of instructions under 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.

ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

N.C.G.S. 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project and requires documentation of good faith efforts for meeting that goal. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix F are hereby incorporated into and made a part of this contract.

ARTICLE 50 – CONTRACTOR EVALUATION

The GC'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 compete for

future capital improvement projects for institutions and agencies of the State of North Carolina. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, General Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The Owner may request the GC'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, General Contractor, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any County 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, General Contractor and their employees), employees of the County 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.

Owner's audit rights shall not extend to the fixed elements of the pricing formula(s) including but not limited to Contractor-owned equipment, insurance, agreed labor rates including benefit and burden rates, small tools, expendables, equipment ownership and maintenance costs that are included in the equipment rates, and overhead rates. Where Contractor performs Work on a fixed-price or unit-price basis, Owner's audit rights shall not extend to Contractor's costs for such Work. Audits shall not be contingent-fee basis or any similar basis where the auditor has a financial interest in maximizing recoveries from Contractor.

ARTICLE 53 – LEFT BLANK FOR NUMBERING PURPOSES

ARTICLE 54 – TERMINATION FOR CONVENIENCE

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

b. Upon such termination, GC 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 GC 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 GC prior to the date of the termination of this Agreement. GC 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.

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures of duly authorized officials or agents.

CONTRACTOR – PC Construction Company

By: _____
(Signature)

CHET LAYMAN
(Printed Name)

VICE PRESIDENT
(Title)

4/26/19
(Date)

STATE OF Vermont
COUNTY OF Chittenden

I, JoAnn Chaloux, a Notary Public of the county and State aforesaid, do hereby certify that Chet Layman personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 26th day of November, 20 19

My commission expires: 1/31/2021
1570000398.

Notary Public

JOANN CHALOUX
NOTARY PUBLIC
VERMONT

BUNCOMBE COUNTY

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the county and State aforesaid, do hereby certify that _____ personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 20_____

My commission expires: _____

_____
Notary Public

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

_____
Buncombe County Finance Director.

SECTION 01 1000

SUMMARY

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Project information.

B. Work covered by Contract Documents.

C. Work under separate contracts.

D. Work restrictions.

1.2 PROJECT INFORMATION

A. Project Identification: Renovations to Hall Fletcher Elementary School
   1. Project Location: 60 Ridgelawn Road, Asheville, NC 28806

B. Owner: Buncombe County School
   1. Owner's Representative: Tim Holcombe, Capital Projects Coordinator
   2. Phone: 828.450-4869
   3. Email: tim.holcombe@acsgmail.net

C. Architect: PFA Architects
   1. 196 Coxe Ave, Asheville, NC 28801

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes but is not limited to the demolition of existing staff and gang toilet rooms on the first and second floor. Gang Toilet rooms will be reconfigured to meet accessibility requirements. Staff toilets will be reconfigured to be unisex and meet needs for family assistance and staff/visitors. Additionally, 2 areas of roof will be removed and reroofed as indicated. New roof to be PVC single ply membrane. New Insulation, substrate board and cover board will be required as indicated on drawings.

B. Type of Contract:
   1. Project will be constructed by General Contractor using a Stipulated Sum form of Agreement.

1.4 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1. Contractor to provide lay-down graphic and schedule describing which areas will be required for storage of material and indication of relocation of materials during the duration of the project.
2. Contractor to coordinate location of dumpsters with Owner.

1.5 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Work Hours: It is anticipated that work will occur between the hours of 8:00 AM and 6:00 PM Monday through Friday. Additional work hours and days may be coordinated with the Owner during the summer months when school is not in session.
   1. Auditorium may be used on Sundays. Coordination with Owner and Tenant may be required.

C. Background Check and Badges will be required of all personnel with access to the project site. Background check to be provided before commencement of onsite work. Badges should clearly identify employee's name and company.

D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 2200

UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

1.2 DEFINITIONS

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

1.3 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 schedule 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 – Concrete Slab Demolition
   1. Description: Saw cutting of Concrete Slab, removal and patching of slab upon completion of below slab work
   2. Unit of Measurement: Square Foot

B. Unit Price No. 2 – Pipe Replacement – below grade
   1. Description: Remove and replace deteriorated pipe below grade with like size and type of pipe. Compact fill upon replacement.
   2. Unit of Measurement: Linear Foot

C. Unit Price No 3 – Pipe Replacement – above ceiling
   1. Description: Remove and replace deteriorated pipe above ceiling with like size and type of pipe.
   2. Unit of Measurement: Linear Foot

END OF SECTION

SECTION 01 2300

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 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.

1.3 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 schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Resinous Floor in each of the Group Bathrooms
   1. Base Bid: (CT-1) 3 by 3 Ceramic Tile floor as indicated in Section 09 3000
   2. Alternate: Resinous Epoxy flooring as indicated in Section 09 6723 in lieu of CT-1.

B. Alternate No. 2: Floor Tile in E-140 Janitor
   1. Base Bid: No Work
   2. Alternate: Removal of existing floor and replacement with (CT-1) 3 by 3 Ceramic Tile floor as indicated in Section 09 3000.

C. Alternate No. 3: Resinous Floor in E-140 Janitor
   1. Base Bid: No Work
   2. Alternate: Removal of existing floor and replacement with Resinous Epoxy flooring as indicated in Section 09 6723

END OF SECTION

SECTION 01 2500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

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

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit electronic copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
      h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
   a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 3100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. General coordination procedures.
   2. Coordination drawings.
   3. RFIs.
   4. Project meetings.

1.2 DEFINITIONS

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

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors 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.

1.5 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 so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Architect.
   6. RFI number, numbered sequentially.
   7. RFI subject.
   8. Specification Section number and title and related paragraphs, as appropriate.
   9. Drawing number and detail references, as appropriate.
   10. Field dimensions and conditions, as appropriate.
   11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   12. Contractor's signature.
   13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
   1. The following Contractor-generated RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for approval of Contractor's means and methods.
      d. Requests for coordination information already indicated in the Contract Documents.
      e. Requests for adjustments in the Contract Time or the Contract Sum.
      f. Requests for interpretation of Architect's actions on submittals.
      g. Incomplete RFIs or inaccurately prepared RFIs.

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 the General Conditions of the Contract.
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Software log with not less than the following:
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Web-Based Project Software: At Contractor's option, utilize web-based Project software for purposes of hosting and managing Project communication and documentation until Final Completion.
1. Web-based Project software site includes, at a minimum, the following features:
   a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
   b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
   c. Document workflow planning, allowing customization of workflow between project entities.
   d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
   e. Track status of each Project communication in real time, and log time and date when responses are provided.
   f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
   g. Processing and tracking of payment applications.
   h. Processing and tracking of contract modifications.
   i. Creating and distributing meeting minutes.
   j. Document management for Drawings, Specifications, and coordination drawings, including revision control.

k. Management of construction progress photographs.

2. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.

B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

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

B. Preconstruction Conference: 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. Critical work sequencing and long lead items.
   d. Designation of key personnel and their duties.
   e. Lines of communications.
   f. Use of web-based Project software.
   g. Procedures for processing field decisions and Change Orders.
   h. Procedures for RFIs.
   i. Procedures for testing and inspecting.
   j. Procedures for processing Applications for Payment.
   k. Distribution of the Contract Documents.
   l. Submittal procedures.
   m. Preparation of Record Documents.
   n. Use of the premises.
   o. Work restrictions.
   p. Working hours.
   q. Responsibility for temporary facilities and controls.
   r. Procedures for moisture and mold control.
   s. Procedures for disruptions and shutdowns.
   t. Construction waste management and recycling.
   u. Parking availability.

v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

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. Review of mockups.
   i. Possible conflicts.
   j. Compatibility requirements.
   k. Time schedules.
   l. Weather limitations.
   m. Manufacturer's written instructions.
   n. Warranty requirements.
   o. Compatibility of materials.
   p. Acceptability of substrates.
   q. Temporary facilities and controls.
   r. Space and access limitations.
   s. Regulations of authorities having jurisdiction.
   t. Testing and inspecting requirements.
   u. Installation procedures.
   v. Coordination with other work.
   w. Required performance results.
   x. Protection of adjacent work.
   y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings as needed
   1. Coordinate dates of meetings with preparation of payment requests.
   2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
   3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
         1) Review schedule for next period.
      b. Review present and future needs of each entity present, including the following:
         1) Interface requirements.
         2) Sequence of operations.
         3) Status of submittals.
         4) Deliveries.
         5) Off-site fabrication.
         6) Access.
         7) Site use.
         8) Temporary facilities and controls.
         9) Progress cleaning.
         10) Quality and work standards.
         11) Status of correction of deficient items.
         12) Field observations.
         13) Status of RFIs.
         14) Status of Proposal Requests.
         15) Pending changes.
         16) Status of Change Orders.
         17) Pending claims and disputes.
         18) Documentation of information for payment requests.
   4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
      a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 3200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. 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. Site condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file.
   2. PDF file.

B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
   1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
   1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
   2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
   3. Total Float Report: List of activities sorted in ascending order of total float.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
   1. Use Primavera, or other approved electronic CPM software.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Project Acceptance.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as

separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Project Acceptance: Indicate completion in advance of date established for Project Acceptance and allow time for Architect's administrative procedures necessary for certification of Project Acceptance.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

D. 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. Owner-Furnished Products: Include a separate activity for each product. 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. Seasonal variations.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Project Acceptance, and final completion.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
   1. Unresolved issues.
   2. Unanswered Requests for Information.
   3. Rejected or unreturned submittals.
   4. Notations on returned submittals.
   5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.

H. 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.

I. 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.

1.6 CPM SCHEDULE REQUIREMENTS

A. Startup Network Diagram: Submit diagram within 10 days of date of the Agreement. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

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 60 days after date of the Agreement.
      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. 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. Installation.
      g. Work by Owner that may affect or be affected by Contractor's activities.
      h. Testing and inspection.
      i. Punch list and final completion.
      j. 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.

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.

1.7 REPORTS

A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Submittal schedule requirements.

B. Administrative and procedural requirements for submittals.

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 PROCEDURE

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with mock up requirements, fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
      a. Submittals for materials included in mock ups may not be approved until required mock up is approved.
   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. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
      a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   4. Transmit submittals via email or an internet based portal unless otherwise specified. Provide physical submittals where specified.
   5. For engineering submittals, transmit to the Architect with a copy to the designer of record.

B. Submittals Schedule Format: Submit schedule in electronic Adobe pdf format within fifteen (15) calendar day after the notice to proceed. Arrange the following information in a tabular format:
   1. Scheduled date for first submittal.
   2. Specification Section number and title.

3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect or Engineer of Record's final release or approval including time for resubmittal. Coordinate with Construction Schedule.
7. Distribution list of submittal recipients: designer(s) name, firm, email address

C. Processing Time: Submittals and shop drawings will be provided to the Architect or Designer of Record such that related items can be reviewed simultaneously in packages and no more than three (3) shop drawings (large format) or five (5) submittals (small format) are being reviewed at any one time without prior consent of the Designer.
1. Submittals provided to the Architect or Designer of Record in accordance with this Section shall be returned to the Contractor not later than twenty (20) calendar days from the date of receipt by the Architect or Designer of Record for the Contractor's use or for correction and resubmittal as noted by the Architect or Designer of Record. The Contractor shall, within 7 days of receipt, inform the Architect or Designer of Record of the resubmittal date. When resubmittals are required, the resubmittal shall be processed according to the same time frames as the original submittal.
2. In the event that the Contractor fails to provide the submittals at the time indicated on the approved schedule or submits more than the allowable number, the Architect or Designer of Record shall be required to return the submittal within forty-five (45) calendar days of receipt or twenty (20) calendar days from scheduled date of receipt (if received early), whichever comes first or at an alternate time mutually agreed to by the Architect or Designer of Record and the Contractor. 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.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

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.

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. Location(s) where product is to be installed, as appropriate.
13. Remarks.
14. 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. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 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 concurrent 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.
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 kind, 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 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 Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.

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. 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.

E. 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 Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

F. 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 primers and substrate preparation needed for adhesion.
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.

1.6 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 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.

1.7 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.

1.8 ARCHITECT'S REVIEW

A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.

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. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

D. Architect will return without review submittals received from sources other than Contractor.

E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements for quality assurance and quality control.

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

1.2 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
   1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
   1. Exterior Coping and Flashing Mockups: Mockups of the coping cap at the parapets and flashing at typical expansion joint. Approved mockups may become part of the construction but must be maintained in good condition for the duration of the project.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

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

H. 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.

I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 SUBMITTALS

A. 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.

B. 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.

1.5 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. Statement on condition of substrates and their acceptability for installation of product.
2. Statement that products at Project site comply with requirements.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
3. Other required items indicated in individual Specification Sections.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

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

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

E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

F. 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.

G. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
      d. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
   1. Build mockups of size indicated.
   2. Build mockups in location indicated or, if not indicated, as directed by Architect.
   3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
   4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
   5. Demonstrate the proposed range of aesthetic effects and workmanship.
   6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
      a. Allow seven days for initial review and each re-review of each mockup.
   7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
   8. Demolish and remove mockups when directed unless otherwise indicated.

1.7 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. Engage a qualified testing agency to perform quality-control services.
      a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
   2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
   3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   5. 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 01 3300 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in 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. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   6. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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 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 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 01 7300 "Execution."

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

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

END OF SECTION

SECTION 01 4200

REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

1.4 GOVERNING REGULATIONS/AUTHORITIES

A. The Architect has contacted Authorities having Jurisdiction where necessary to obtain information necessary for preparation of Contract Documents, recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the Work. Contact Authorities having Jurisdiction directly for information and decisions having a bearing on the Work.

1.5 SUBMITTALS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements for temporary utilities, support facilities, and security and protection facilities.

1.2 USE CHARGES

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

1.3 INFORMATIONAL SUBMITTALS

A. Temporary Construction Sign: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices are not required. Provide temporary sanitary facilities, including toilets and wash locations.

B. Storage area: Coordinate with Owner a designated, lockable area that can be used for record project documents and other items required to be secured when not in use. Limit the number of keys to designated area, ensure Owner has one key in case on emergency.

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.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
   1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion 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.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. 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.

B. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Site Enclosure Fence: Before construction operations begin, furnish and install enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
   1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
   2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
   3. Dumpster to be enclosed within Site Fencing to prevent unauthorized access by entities not intended to have access to the construction site.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
   1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
   1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   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. Contractor's Moisture-Protection Plan: 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 replacing water-damaged Work.
   2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
   3. Indicate methods to be used to avoid trapping water in finished work.

B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
   1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
   2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
   3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

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 Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no

later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 7700 "Closeout Procedures."

END OF SECTION

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

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

1.3 QUALITY ASSURANCE

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

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

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

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

1.5 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

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

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. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.

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

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

2.2 COMPARABLE PRODUCTS

A. Conditions for 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 these requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 7300

EXECUTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. 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.

1.2 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
   3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
   4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.
   1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. 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 in writing and with annotated photographs or other images.
   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.

B. 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 caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 3100 "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Project 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.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels, dust and debris..

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Remove and replace damaged, defective, or non-conforming Work.

K. In specific case of water piping and grab bars in toilet rooms, locate piping to not conflict with grab bar locations. Water supply piping location is more flexible than grab bar location.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. 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.

D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Proceed with patching after construction operations requiring cutting are complete.

E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
   3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
   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 throughout the day and at the end of the day 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, wet-mop, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Project Acceptance.
   1. Protect existing terrazzo and other flooring surfaces from building (renovation) entry to Work area. Set materials on blocking and not directly on existing floors. Do not drag equipment, including but not limited to ladders, across flooring.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Project Acceptance.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

A. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

B. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements for the following:
   1. Salvaging nonhazardous demolition and construction waste.
   2. Recycling nonhazardous demolition and construction waste.
   3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Disposal: Removal off-site of construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

C. Recycle: Recovery construction waste for subsequent processing in preparation for reuse.

D. Salvage: Recovery of construction waste and subsequent sale or reuse in another facility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

A. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management during the entire duration of the Contract.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
   2. Comply with Section 01 5000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents of containers.
   3. Store items in a secure area until installation.
   4. Protect items from damage during transport and storage.
   5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

C. Salvaged items for reuse elsewhere by Owner.
   1. Clean salvaged items.
   2. Pack or crate items after cleaning. Identify contents as applicable.
   3. Store items in a secure area after demolition and cleaning.
   4. Protect items from damage prior to pickup by Owner

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Procedures:
   1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
   4. Store components off the ground and protect from the weather.
   5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
   1. Pulverize concrete to maximum 1-1/2-inch size.

B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
   1. Pulverize masonry to maximum 3/4-inch size.
   2. Clean and stack undamaged, whole masonry units on wood pallets.

C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

D. Metals: Separate metals by type.
   1. Structural Steel: Stack members according to size, type of member, and length.
   2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:
   1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
   2. Polystyrene Packaging: Separate and bag materials.
   3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
   4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:
   1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
   2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
   1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, 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.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

SECTION 01 7700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.
   5. Repair of the Work.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, 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.
5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 7900 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 2900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
   a. PDF electronic file. Architect will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit on digital media acceptable to Architect.

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 Substantial Completion for entire Project or for a designated portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
      c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      d. Sweep concrete floors broom clean in unoccupied spaces.
      e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
      f. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
      g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
      h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
      i. Wet-mop terrazzo and other hard finish floor surfaces near where Work was completed. Continue cleaning to entrances/exits as required where Work has tracked dust, mud, dirt or debris.
      j. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 5000 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 7419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION

SECTION 01 7839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Submit original and PDF set of marked-up record prints.

B. Record Specifications:
   1. Submit PDF of Project's Specifications, including addenda and contract modifications.

1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
   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 sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets.
2. Identification: As follows:
a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect
e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders and record Drawings where applicable.

1.5 MAINTENANCE OF RECORD DOCUMENTS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 02 4119

SELECTIVE DEMOLITION

1.1 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.

1.2 MATERIALS OWNERSHIP

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

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Engineering Survey: Submit engineering survey of condition of building.

B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control. Indicate proposed locations and construction of barriers.

C. Schedule of selective demolition activities with starting and ending dates for each activity.

D. Predemolition photographs or video.

1.5 FIELD CONDITIONS

A. Owner may occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. All selective demolition to be completed during summer vacation.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

B. Storage or sale of removed items or materials on-site is not permitted.
   1. Salvaged items are permitted to be stored on site until Owner removes items.

C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

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

1.6 WARRANTY

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from effected mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

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

3.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
   2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
   4. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
   5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
   6. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.6 CLEANING

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 01 5000 – Temporary Facilities and Controls.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 04 2200

CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Concrete masonry units.

1.2 DEFINITIONS

A. CMU(s): Concrete masonry unit(s).

B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each type and size of product. For masonry units, include material test reports substantiating compliance with requirements.

B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
   1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
   2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.

B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
   1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.

B. CMUs: ASTM C 90.
   1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2800 psi .
   2. Density Classification: Normal weight unless otherwise indicated.

2.3 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

B. Hydrated Lime: ASTM C 207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

D. Aggregate for Mortar: ASTM C 144.
   1. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.

E. Aggregate for Grout: ASTM C 404.

F. Water: Potable.

2.4 REINFORCEMENT

A. Uncoated-Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.

B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.

C. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.
   1. Interior Walls: Mill- galvanized, carbon steel.
   2. Wire Size for Side Rods: 0.148-inch diameter.
   3. Wire Size for Cross Rods: 0.148-inch diameter.
   4. Spacing of Cross Rods: Not more than 16 inches o.c.
   5. Provide in lengths of not less than 10 feet.

2.5 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
   1. Do not use calcium chloride in mortar or grout.
   2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, [Proportion] [Property] Specification. Provide the following types of mortar for applications stated unless another type is indicated.
   1. For interior nonload-bearing partitions, Type O may be used instead of Type N.

D. Grout for Unit Masonry: Comply with ASTM C 476.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 TOLERANCES

A. Dimensions and Locations of Elements:
   1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
   2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
   3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:
   1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
   2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
   3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
   4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.

5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:
1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in stacked bond to match existing; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.

C. Align new masonry joints with existing and tooth CMU in where possible.

D. Outside Corners: Install CMU with rounded corners at new corner locations indicated on drawings.

E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.

G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.

H. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

A. Lay hollow CMUs as follows:
1. Bed face shells in mortar and make head joints of depth equal to bed joints.
2. Bed webs in mortar in all courses of piers, columns, and pilasters.
3. Bed webs in mortar in grouted masonry, including starting course on footings.
4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.

B. Lay solid CMUs with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Tool exposed joints to match existing joints when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 MASONRY-JOINT REINFORCEMENT

A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
   1. Space reinforcement not more than 16 inches o.c.
   2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
   3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.

B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

C. Provide continuity at wall intersections by using prefabricated T-shaped units.

D. Provide continuity at corners by using prefabricated L-shaped units.

3.6 REINFORCED UNIT MASONRY INSTALLATION

A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
   1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
   2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.

B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
   1. At new wall construction, overlap new reinforcing into adjacent stacked CMU to remain. Refer to Drawings for typical reinforcement details.

C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
   1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
   2. Limit height of vertical grout pours to not more than 60 inches

END OF SECTION

SECTION 05 5000

METAL FABRICATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Miscellaneous steel trim.

B. Mop Sink Surround

C. Products furnished, but not installed, under this Section include the following:
   1. Anchor bolts, steel pipe sleeves, slotted-channel inserts, and wedge-type inserts indicated to be cast into concrete or built into unit masonry.
   2. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

1.2 ACTION SUBMITTALS

A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

B. Delegated-Design Submittal: For ladders, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
   1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

C. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.

D. Aluminum Extrusions: ASTM B 221, Alloy 6063-T6.

2.3 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
   1. Provide stainless-steel fasteners for fastening aluminum.
   2. Provide stainless-steel fasteners for fastening stainless steel.

B. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

2.4 MOP SINK SURROUND

A. Type 300 Stainless Steel Sheet, Minimum 16 Gauge.

B. Size: Minimum 29 inches behind sink and left or right handed as required. Minimum 16 inches above sink.

2.5 MISCELLANEOUS MATERIALS

A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
   1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

B. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

E. Concrete: Comply with requirements in Section 03 3000 "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 psi.

2.6 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.

C. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended.

D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.

E. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

F. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 8 inches from ends and corners of units and 24 inches o.c.

2.7 MISCELLANEOUS STEEL TRIM

A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.

B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

C. Galvanize miscellaneous steel trim.

2.8 FINISHES, GENERAL

A. Finish metal fabrications after assembly.

2.9 STEEL AND IRON FINISHES

A. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, masonry, or unless otherwise indicated.
1. Shop prime with universal shop primer unless zinc-rich primer is indicated.

B. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."

C. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 ADJUSTING AND CLEANING

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

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION

SECTION 06 1000

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wood blocking, cants, and nailers.
   2. Wood furring and grounds.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1.3 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:
   1. Wood-preservative-treated wood.
   2. Fire-retardant-treated wood.
   3. Power-driven fasteners.
   4. Post-installed anchors.
   5. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
   1. Factory mark each piece of lumber with grade stamp of grading agency.
   2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
   3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less; 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
   1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from

empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:
   1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
   2. Wood, sleepers, blocking, furring, and similar concealed members in contact with masonry or concrete.
   3. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
   4. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
   1. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
   2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.

C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent. Kiln-dry plywood after treatment to maximum moisture content of 15 percent.

D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

E. Application: Treat items indicated on Drawings, and the following:
   1. Framing for non-load-bearing partitions.
   2. Plywood backing panels.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
   1. Blocking.
   2. Nailers.
   3. Rooftop equipment bases and support curbs.
   4. Cants.
   5. Furring.
   6. Grounds.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

2.5 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
   1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.6 METAL FRAMING ANCHORS

A. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
   1. Use for interior locations unless otherwise indicated.

B. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
   1. Use for wood-preservative-treated lumber and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring,]nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

B. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

C. Do not splice structural members between supports unless otherwise indicated.

D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

E. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

F. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
   1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
   2. ICC-ES evaluation report for fastener.

END OF SECTION

SECTION 07 0150.19

PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Tear-off of roof areas indicated.
   2. Re-cover preparation of roof areas indicated.
   3. Removal of base flashings.

1.2 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

B. Roof Re-Cover Preparation: Existing roofing system is to remain and be prepared for new roof installed over it.

C. Full Roof Tear-Off: Removal of existing roofing system from deck.

D. Partial Roof Tear-Off: Removal of selected components and accessories from existing roofing system.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Temporary Roofing Submittal: Product data and description of temporary roofing system. If temporary roof remains in place, include surface preparation requirements needed to receive permanent roof, and submit a letter from roofing manufacturer, stating acceptance of the temporary roof and that its inclusion does not adversely affect the roofing system's resistance to fire and wind or its FM Global rating.

1.4 INFORMATIONAL SUBMITTALS

A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Approved by warrantor of existing roofing system to work on existing roofing.

B. Reroofing Conference: Conduct conference at Project site.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
   1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
   2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.

B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

D. Limit construction loads on roof for rooftop equipment wheel loads and for uniformly distributed loads as recommended by Engineer.

E. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

PART 2 - PRODUCTS

2.1 INFILL AND REPLACEMENT MATERIALS

A. Use infill materials matching existing roofing system materials unless otherwise indicated.

2.2 AUXILIARY REROOFING MATERIALS

A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

A. Shut off rooftop utilities and service piping before beginning the Work.

B. Protect existing roofing system that is not to be reroofed.

C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

D. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

3.2 ROOF TEAR-OFF

A. General: Notify Owner each day of extent of roof tear-off proposed for that day.

B. Full Roof Tear-Off: Where indicated, remove existing roofing and other roofing system components down to the deck.

3.3 DECK PREPARATION

A. Inspect deck and sheathing after tear-off of roofing system.

B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.

C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

3.4 INFILL MATERIALS INSTALLATION

A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.

B. Install new roofing patch over roof infill area.

3.5 ROOF RE-COVER PREPARATION

A. Remove blisters, ridges, buckles, and other substrate irregularities from existing roofing that inhibit new re-cover boards from conforming to substrate.
   1. Broom clean existing substrate.
   2. Coordinate with Owner's inspector to schedule times for tests and inspections before proceeding with installation of re-cover boards.
   3. Verify that existing substrate is dry before proceeding with installation of re-cover boards. Spot check substrates with an electrical capacitance moisture-detection meter.
   4. Remove materials that are wet or damp.
   5. Provide additional uplift securement for existing roofing system with new screws and plates applied to each roof zone to conform to the uplift requirements.

3.6 BASE FLASHING REMOVAL

A. Remove existing base flashings. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.

B. Do not damage metal counterflashings that are to remain or be reinstalled. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.

3.7 RE-COVER BOARD INSTALLATION

A. Install re-cover boards over roof insulation with long joints in continuous straight lines and end joints staggered between rows. Loosely butt re-cover boards together and mechanically fasten to deck.
   1. Tape joints of re-cover boards if required by roofing manufacturer.

3.8 DISPOSAL

A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION

SECTION 07 5419

POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Adhered polyvinyl-chloride (PVC) roofing system.

B. Roof insulation.

C. Vapor Retarder

1.2 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.

C. Samples for Verification: For the following products:
   1. Sheet roofing, of color required.
   2. Walkway pads or rolls, of color required.

1.5 INFORMATIONAL SUBMITTALS

A. Research/Evaluation Reports: For components of roofing system, from ICC-ES.

B. Sample Warranties: For manufacturer's special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.8 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period, NDL.
   1. Warranty Period: 20 year full system warranty from date of Substantial Completion. Warranty to include edge metal
   2. 20 year membrane warranty.

B. Disputes arising over roofing or associated components will be resolved in Buncombe County. Warranty to indicated dispute resolution will occur in Buncombe County.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.

B. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.

C. Roofing System Design: Tested by a qualified testing agency to resist the following uplift pressures:
   1. Corner Uplift Pressure:
   2. Perimeter Uplift Pressure:
   3. Field-of-Roof Uplift Pressure:

2.2 POLYVINYL CHLORIDE (PVC) ROOFING

A. PVC Sheet: ASTM D4434/D4434M, Type III, fabric reinforced.
   1. Basis of Design: GAF Everguard PVC or comparable products by one of the following:
      a. Carlisle SynTec Incorporated.
      b. Johns Manville; a Berkshire Hathaway company.
      c. Versico Roofing Systems.
   2. Thickness: 60 mils
   3. Exposed Face Color: White.

2.3 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.

B. Sheet Flashing: Manufacturer's standard unreinforced PVC sheet flashing, 55 mils thick, minimum, of same color as PVC sheet.

C. Vapor Retarder:
   1. Basis of Design: GAF SA Vapor Retarder or roof manufacturer's comparable product recommended for sealing and separating the concrete decking from the insulation.

2. Characteristics:
   a. Thickness: 31 mils in accordance with ASTM D5147
   b. Elongation: 33 percent in accordance with ASTM D5147
   c. Permeability: less than 0.001 in accordance with ASTM E283

D. Slip Sheet: Manufacturer's standard, of thickness required for application.

E. Miscellaneous Accessories: Provide metal termination bars, metal battens, pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.4 SUBSTRATE BOARDS

A. Substrate Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum substrate or ASTM C1278/C1278M, fiber-reinforced gypsum board.
1. Basis of Design: Secure-Rock by USG corporation or a comparable product by one of the following, where comparable product is used, provide comparable UL assembly to meet the needs of the project.
   a. Georgia-Pacific Gypsum LLC.
   b. National Gypsum Company.

2. Thickness: Type X, 5/8 inch.
3. Surface Finish: Unprimed.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck

2.5 ROOF INSULATION

A. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, glass-fiber mat facer on both major surfaces.
1. Basis of Design: GAF EnergyGuard Polyiso Roof Insulation
2. Compressive Strength: Minimum 20 psi in accordance with ASTM D1621
3. Density: Minimum 2 pcf in accordance with ASTM D 1622
4. Moisture Vapor Transmission: less than 1.5 perm in accordance with ASTM E96
5. Flame Spread: Maximum 50 per ASTM E96

B. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches unless otherwise indicated.

C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.6 INSULATION ACCESSORIES

A. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

B. Insulation Adhesive: GAF Oly-Bond 500 or manufacturer's comparable low rise polyurethane foam adhesive.

C. Cover Board: High Density
   1. Basis of Design: GAF EnergyGyard HD Cover Board or a comparable product by one of the following:
      a. Atlas – AC Foam
      b. Firestone Building Products
   2. Characteristics
      a. Compressive strength: Minimum 80 psi in accordance with ASTM D1621
      b. Water Absorption: Less than 1.5 percent volume in accordance with ASTM C209
      c. Thickness: ½ inch

2.7 RETROFIT ROOF DRAINS

A. Basis of Design: PVC Coated Hercules RetroDrain Distributed by GAF
   1. Retrofit replacement roof drain for installation above roof deck, and with PVC coated flange for direct attachment.
   2. Size in accordance with existing roof drains.
   3. Drain Body: manufacturer standard aluminum.

PART 3 - EXECUTION

3.1 ROOFING INSTALLATION, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.2 INSULATION INSTALLATION

A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

B. Install tapered insulation under area of roofing to conform to slopes indicated.

C. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
   1. Prime surface of concrete deck with asphalt primer at rate of 3/4 gal./100 sq. ft., and allow primer to dry.
   2. Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
   3. Set each layer of insulation in insulation adhesive, firmly pressing and maintaining insulation in place.

D. In lieu of hot asphalt application of roof insulation, contractor may utilize a manufacturer recommended low rise foam in accordance with manufacturer recommendations.

1. Contractor to prime and seal concrete prior to application of insulation. Ensure concrete sealer is compatible with adhesive products and recommended for use.

E. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
   1. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

F. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck.
   1. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.

3.3 ADHERED ROOFING INSTALLATION

A. Adhere roofing over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing and allow to relax before retaining.

B. Accurately align roofing, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

C. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.

D. In addition to adhering, mechanically fasten roofing securely at terminations, penetrations, and perimeter of roofing.

E. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roofing and sheet flashings according to manufacturer's written instructions, to ensure a watertight seam installation.
   1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet.
   2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
   3. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.

F. Spread sealant bed over deck-drain flange at roof drains, and securely seal roofing in place with clamping ring.

3.4 BASE FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.

E. Terminate and seal top of sheet flashings.

3.5 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 07 7100

ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Copings.
   2. Roof-edge specialties and expansion joints
   3. Reglets and counterflashings.

B. Preinstallation Conference: Conduct conference at Project site.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For roof specialties.
   1. Include plans, elevations, expansion-joint locations, profiles, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.

C. Samples: For each type of roof specialty and for each color and texture specified.

D. Mockups: Coping Cap including factory fabricated corner.

1.3 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For tests performed by a qualified testing agency.

B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are SPRI ES-1 tested to specified design pressure.

1.6 WARRANTY

A. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
   1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
      a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.

b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. SPRI Wind Design Standard: Manufacture and install copings and roof-edge specialties tested according to SPRI ES-1 and capable of resisting the following design pressures:
1. Design Pressure: As indicated on Drawings.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 MANUFACTURERS

A. Subject to compliance with requirements provide roof specialties by one of the following. To greatest extent possible match existing coping, flashing and trim. Coordinate finish and material where matching existing is not possible.
1. Architectural Products
2. Cheney flashing Company
3. Coppercraft by FABRAL
4. Drexel Metals
5. Hickman Company
6. Perimeter Systems
7. Petersen Aluminum Corporation

2.3 COPINGS

A. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.
1. Metallic-Coated Steel Sheet Coping Caps: Zinc-coated (galvanized) steel, nominal thickness as required to meet performance requirements.
a. Surface: Smooth, flat finish.
2. Finish: Match Existing
3. Stainless Steel: 26 gauge, Type 430 to match existing.

B. Corners: Factory mitered and welded. Field cutting of corners will be un-acceptable.

C. Coping-Cap Attachment Method: Face leg hooked to continuous cleat with back leg fastener exposed, fabricated from coping-cap material.
   1. Face-Leg Cleats: Concealed, continuous stainless steel.

2.4 ROOF-EDGE SPECIALTIES

A. One-Piece Gravel Stops: Manufactured, one-piece, metal gravel stop in section lengths not exceeding 12 feet, with a horizontal flange and vertical leg fascia terminating in a drip edge, and concealed splice plates of same material, finish, and shape as gravel stop. Provide matching corner units.
   1. Formed Gravel Stops and edge trim exposed to view: Stainless Steel Type 430 to match existing.
   2. Corners: Factory mitered and soldered or continuously welded.

B. Expansion Joints
   1. To greatest extent possible form roof expansion joints from demolished existing 2-part stainless steel coping. Where existing stainless steel is not available provide factory finished zinc-coated steel.
   2.

2.5 REGLETS AND COUNTERFLASHINGS

A. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces, from the following exposed metal:
   1. Zinc-Coated Steel: Nominal 0.028-inch thick.
   2. Stainless Steel: 0.025 inch thick.
   3. Corners: Factory mitered and soldered or continuously welded.
   4. Surface-Mounted Type: Provide reglets with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.

B. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches and in lengths not exceeding 12 feet designed to snap into reglets and compress against base flashings with joints lapped, from the following exposed metal:
   1. Zinc-Coated Steel: Nominal 0.028-inch thickness.
   2. Stainless Steel: 0.025 inch thick.

C. Accessories:
   1. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where reglet is provided separate from metal counterflashing.
   2. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.

D. Zinc-Coated Steel Finish: Two-coat fluoropolymer.
   1. Color: As selected by Architect from manufacturer's full range.

E. Stainless Steel Finish: Match Existing

2.6 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
   1. Thermal Stability: ASTM D 1970/D 1970M; stable after testing at 240 deg F.
   2. Low-Temperature Flexibility: ASTM D 1970/D 1970M; passes after testing at minus 20 deg F.

B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.7 SELF-ADHERING SHEET FLASHING

A. Engineered polypropylene film with non-asphaltic, butyl-modified, adhesive.

B. Performance Requirements
   1. Meets or exceeds the requirements set forth in AAMA 711-13 voluntary specification for self adhered flashing Level 3 requirement for elevated temperature exposure.
   2. Water Penetration around Nails: ASTM D1970 Section 7.9, modified per section 5.2.1 of AAMA 711 voluntary specification – Pass 1.2 in head of water
   3. Tensile Strength: ASTM D412, Die C Modified – Min. 985 kPa (143 psi)
   4. Thickness: ASTM 3652 – Min 14 mils

C. Basis of Design: Vycor Pro Flashing by GCP Applied Technologies, with Perma-A-Barrier WB Primer, as required by substrate.

2.8 MISCELLANEOUS MATERIALS

A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
   1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
   2. Fasteners for stainless steel: Series 300 stainless steel.

B. Elastomeric Sealant: ASTM C 920, elastomeric siliconepolymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

C. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.

D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.
   1. Apply continuously under copings, roof-edge specialties and reglets and counterflashings.

3.2 INSTALLATION, GENERAL

A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
   1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
   2. Provide uniform, neat seams with minimum exposure of solder and sealant.
   3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
   4. Torch cutting of roof specialties is not permitted.
   5. Do not use graphite pencils to mark metal surfaces.

B. To the greatest extent possible, fabricate and solder sections of gutter and coping on the ground to allow for inspection prior to being lifted into place.

C. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

D. Expansion Provisions: Allow for thermal expansion of exposed roof specialties
   1. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.

E. Fastener Sizes: Use fasteners of sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance .

F. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.

G. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

3.3 FLASHING INSTALLATION

A. General: Install flashing to dry surfaces at air and surface temperatures of -4°C (25°F) and above in accordance with manufacturer's recommendations. Apply primer as required.

3.4 COPING INSTALLATION

A. Install cleats, anchor plates, and other anchoring and attachment accessories and devices with concealed fasteners.

B. Corners to be factory fabricated and soldiered

C. Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.
   1. Interlock face-leg drip edge into continuous cleat anchored to substrate at manufacturer's required spacing that meets performance requirements. Anchor back leg of coping with screw fasteners and elastomeric washers at manufacturer's required spacing that meets performance requirements.

3.5 ROOF-EDGE SPECIALITIES INSTALLATION

A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.

B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

3.6 REGLET AND COUNTERFLASHING INSTALLATION

A. Surface-Mounted Reglets: Install reglets to receive flashings where flashing without embedded reglets is indicated on Drawings. Install at height so that inserted counterflashings overlap 4 inches over top edge of base flashings.

B. Counterflashings: Insert counterflashings into reglets or other indicated receivers; ensure that counterflashings overlap 4 inches over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches and bed with butyl sealant. Fit counterflashings tightly to base flashings.

3.7 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as roof specialties are installed.

END OF SECTION

SECTION 07 9200

JOINT SEALANTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Silicone joint sealants.

B. Urethane joint sealants.

C. Mildew-resistant joint sealants.

D. Latex joint sealants.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples: For each kind and color of joint sealant required.

C. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.
   3. Joint-sealant formulation.
   4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

B. Preconstruction field-adhesion-test reports.

C. Field-adhesion-test reports.

D. Sample warranties.

1.5 PRECONSTRUCTION TESTING

A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1.6 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Two years from date of Final Acceptance.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Five years from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

A. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
   1. Subject to compliance with requirements provide products by one of the following
      a. Down Corning Corporation
      b. GE Construction Sealants
      c. Pecora Corporation
      d. Sika Corporation
      e. Tremco Incorporated

2.3 URETHANE JOINT SEALANTS

A. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.
   1. Subject to compliance with requirements provide products by one of the following
      a. BASF Corporation
      b. Pecora Corporation
      c. Sherwin-Williams Company

B. Urethane, M, NS, 25, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Use NT.
   1. Subject to compliance with requirements provide products by one of the following
      a. BASF Corporation
      b. Sherwin-Williams Company

C. Urethane, M, P, 50, T, NT: Multicomponent, pourable, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 50, Uses T and NT.

2.4 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
   1. Subject to compliance with requirements provide products by one of the following
      a. Dow Corning Corporation
      b. GE Construction Sealants
      c. May National Associates, a Sika Corporation
      d. Tremco Incorporated

C. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
   1. Subject to compliance with requirements provide products by one of the following
      a. May National Associates, a Sika Corporation
      b. Pecora Corporation
      c. Tremco Incorporated

2.5 JOINT-SEALANT BACKING

A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.6 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove laitance and form-release agents from concrete.

2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.3 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed and cured sealant joints as follows:
   a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform one test for each 1000 feet of joint length thereafter
2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered

satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.4 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
   1. Joint Locations:
      a. Construction joints in cast-in-place concrete.
      b. Control and expansion joints in unit masonry.
      c. Other joints as indicated on Drawings.
   2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
   1. Joint Locations:
      a. Isolation joints in cast-in-place concrete slabs.
      b. Control and expansion joints in tile flooring.
      c. Other joints as indicated on Drawings.
   2. Joint Sealant: Urethane, S, P, 25, T, NT.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
   1. Joint Locations:
      a. Control and expansion joints on exposed interior surfaces of exterior walls.
      b. Tile control and expansion joints.
      c. Vertical joints on exposed surfaces of unit masonry walls.
   2. Joint Sealant: Urethane, S, NS, 25, NT.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
   1. Joint Locations:
      a. Control joints on exposed interior surfaces of exterior walls.
      b. Perimeter joints between interior wall surfaces and frames of interior doors and windows
   2. Joint Sealant: Acrylic latex.
   3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
   1. Joint Locations:
      a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
      b. Other joints as indicated on Drawings.
   2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.

3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION

SECTION 08 1113

HOLLOW METAL FRAMES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Interior hollow-metal work.

1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.

C. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with requirements, products by the listed manufacturers may be incorporated into the Work
   1. Curries; an ASSA ABLOY Company
   2. Republic Doors and Frames
   3. Steelcraft; an Allegion Brand
   4. Ceco; an ASSA ABLOY Company

2.2 INTERIOR FRAMES

A. Heavy-Duty Frames: SDI A250.8, Level 2..
   1. Physical Performance: Level B according to SDI A250.4.
   2. Frames:
      a. Materials: Uncoated, steel sheet, minimum thickness of 0.053 inch.
      b. Frames: Fabricated from same thickness material as adjacent door frame.
      c. Construction: Full profile welded.
   3. Exposed Finish: Prime.

2.3 FRAME ANCHORS

A. Jamb Anchors:
   1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
   2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:
   1. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.

2.4 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

E. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.

F. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143/C 143M.

G. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing).

H. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat.

2.5 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
5. Jamb Anchors: Provide number and spacing of anchors as follows:
   a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
      1) Two anchors per jamb up to 60 inches high.
      2) Three anchors per jamb from 60 to 90 inches high.
      3) Four anchors per jamb from 90 to 120 inches high.
   b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      1) Three anchors per jamb up to 60 inches high.
      2) Four anchors per jamb from 60 to 90 inches high.
      3) Five anchors per jamb from 90 to 96 inches high.
      4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers.
   a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

C. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
   1. Reinforce frames to receive nontemplated, mortised, and surface-mounted door hardware.
   2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.6 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
   1. Shop Primer: SDI A250.10.

2.7 ACCESSORIES

A. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    a. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    b. Install frames with removable stops located on secure side of opening.
    c. Install door silencers in frames before grouting.
    d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    e. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    f. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
    a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.

3.2 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

END OF SECTION

SECTION 08 1416

FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Solid-core doors with wood-veneer faces.
   2. Relocation of existing doors into existing frames

1.2 ACTION SUBMITTALS

A. Product Data: For each type of door.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:
   1. Dimensions and locations of blocking.
   2. Dimensions and locations of mortises and holes for hardware.
   3. Dimensions and locations of cutouts.
   4. Undercuts.
   5. Requirements for veneer matching.

C. Samples: of Veneer to compare with existing..

1.3 INFORMATIONAL SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Algoma Hardwoods Inc.

B. Eggers Industries

C. Graham Wood Doors

D. Marshfield Door Systems, Inc.

E. Mohawk Flush Doors.

2.2 FLUSH WOOD DOORS, GENERAL

A. Quality Standard: In addition to requirements specified, comply with AWI's, AWMAC's, and WI's "Architectural Woodwork Standards."

1. Provide AWI Quality Certification Labels indicating that doors comply with requirements of grades specified.

B. WDMA I.S.1-A Performance Grade:
   1. Heavy Duty unless otherwise indicated.
   2. Extra Heavy Duty: Meeting Room, public toilets, janitor's closets assembly spaces and where indicated.

C. Particleboard-Core Doors:
   1. Particleboard: ANSI A208.1, Grade LD-1, made with binder containing no urea-formaldehyde.
   2. Blocking: Provide wood blocking in particleboard-core doors as needed to eliminate through-bolting hardware.
   3. Provide doors with structural-composite-lumber cores instead of particleboard cores for doors indicated to receive exit devices.

D. Structural-Composite-Lumber-Core Doors:
   1. Structural Composite Lumber: WDMA I.S.10.
      a. Screw Withdrawal, Face: 700 lbf.
      b. Screw Withdrawal, Edge: 400 lbf.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors:
   1. Grade: Premium, with Grade A faces.
   2. Species: Match existing doors
   3. Cut: Match existing doors
   4. Match between Veneer Leaves: Pleasing match.
   5. Assembly of Veneer Leaves on Door Faces: Center-balance match.
   6. Pair and Set Match: Provide for doors hung in same opening.
   7. Core: Either glued wood stave or structural composite lumber.
   8. Construction: Five plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering.

2.4 FINISHING

A. General: Comply with referenced quality standard for finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
   1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.

B. Transparent Finish:
   1. Grade: Premium.
   2. Finish: AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" System 11, catalyzed polyurethane.
   3. Staining: Match Architect's sample and existing doors

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hardware: For installation, see Section 08 7100 "Door Hardware."

B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.

1. Clearances: Provide 1/8 inch at heads, jambs, and between pairs of doors. Provide 1/8 inch from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch from bottom of door to top of threshold unless otherwise indicated.

END OF SECTION

SECTION 08 7100

DOOR HARDWARE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

Section includes:

1. Mechanical door hardware for:
    a. Swinging doors.
2. Field verification, preparation and modification of existing doors and frames to receive new door hardware.
3. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

Exclusions: Unless specifically listed in hardware sets, hardware is not specified in this section for:

4. Windows
5. Cabinets (casework), including locks in cabinets
6. Signage
7. Toilet accessories
8. Overhead doors

1.03 REFERENCES

UL - Underwriters Laboratories

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

DHI - Door and Hardware Institute

5. Sequence and Format for the Hardware Schedule
6. Recommended Locations for Builders Hardware

7. Key Systems and Nomenclature

ANSI - American National Standards Institute

8. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties

1.04 SUBMITTALS

General:

1. Submit in accordance with Conditions of Contract and Division 01 requirements.
2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.
3. Prior to forwarding submittal, comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, "EXAMINATION" article, herein.

Action Submittals:

4. Product Data: Technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
5. Samples for Verification: If requested by Architect, submit production sample or sample installations of each type of exposed hardware unit in finish indicated, and tagged with full description for coordination with schedule.

    a. Samples will be returned to supplier. Units that are acceptable to Architect may, after final check of operations, be incorporated into Work, within limitations of key coordination requirements.

6. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule as published by the Door and Hardware Institute. Indicate complete designations of each item required for each door or opening, include:

    a. Door Index; include door number, heading number, and Architects hardware set number.
    b. Opening Lock Function Spreadsheet: List locking device and function for each opening.
    c. Quantity, type, style, function, size, and finish of each hardware item.
    d. Name and manufacturer of each item.
    e. Fastenings and other pertinent information.
    f. Location of each hardware set cross-referenced to indications on Drawings.
    g. Explanation of all abbreviations, symbols, and codes contained in schedule.
    h. Mounting locations for hardware.
    i. Door and frame sizes and materials.
    j. Name and phone number for local manufacturer's representative for each product.
    k. Operational Description of openings with any electrified hardware (locks, exits, electromagnetic locks, electric strikes, automatic operators, door position switches, magnetic holders or closer/holder units, and access control components). Operational description should include operational descriptions for: egress, ingress (access), and fire/smoke alarm connections.

1) Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate fabrication of other work that is critical in Project construction schedule.

7. Templates: After final approval of hardware schedule, provide templates for doors, frames and other work specified to be factory or shop prepared for door hardware installation.

Informational Submittals:

8. Qualification Data: For Supplier, Installer and Architectural Hardware Consultant.
9. Product data for electrified door hardware:

   a. Certify that door hardware approved for use on types and sizes of labeled fire-rated doors complies with listed fire-rated door assemblies.

10. Warranty: Special warranty specified in this Section.

Closeout Submittals:

11. Operations and Maintenance Data: Provide in accordance with Division 01 and include:

    a. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.
    b. Catalog pages for each product.
    c. Factory order acknowledgement numbers (for warranty and service)
    d. Name, address, and phone number of local representative for each manufacturer.
    e. Parts list for each product.
    f. Final approved hardware schedule, edited to reflect conditions as-installed.
    g. Copies of floor plans with keying nomenclature
    h. Copy of warranties including appropriate reference numbers for manufacturers to identify project.

1.05 QUALITY ASSURANCE

Supplier Qualifications and Responsibilities: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that provides certified Architectural Hardware Consultant (AHC) available to Owner, Architect, and Contractor, at reasonable times during the Work for consultation.

1. Warehousing Facilities: In Project's vicinity.
2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

Architectural Hardware Consultant Qualifications: Person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and meets these requirements:

4. For door hardware, DHI-certified, Architectural Hardware Consultant (AHC).

5. Can provide installation and technical data to Architect and other related subcontractors.
6. Can inspect and verify components are in working order upon completion of installation

Single Source Responsibility: Obtain each type of door hardware from single manufacturer.

Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in "REFERENCES" article, herein.

Pre-installation Conference

7. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
8. Inspect and discuss preparatory work performed by other trades.
9. Inspect and discuss electrical roughing-in for electrified door hardware.
10. Review sequence of operation for each type of electrified door hardware.
11. Review required testing, inspecting, and certifying procedures.

Coordination Conferences:

12. Installation Coordination Conference: Prior to hardware installation, schedule and hold meeting to review questions or concerns related to proper installation and adjustment of door hardware.

1.06 DELIVERY, STORAGE, AND HANDLING

Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.

Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

1. Deliver each article of hardware in manufacturer's original packaging.

Project Conditions:

2. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
3. Provide secure lock-up for door hardware delivered to Project. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

Protection and Damage:

4. Promptly replace products damaged during shipping.
5. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
6. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

1.07 COORDINATION

Installation Templates: Distribute for doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

Existing Openings: Where existing doors, frames and/or hardware are to remain, field verify existing functions, conditions and preparations and coordinate to suit opening conditions and to provide proper door operation.

1.08 WARRANTY

Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Beginning from date of Substantial Completion, for durations indicated.
   a. Closers:
      1) Mechanical: 30 Years
   b. Locksets:
      1) Mechanical: 3 years.
2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

1.09 MAINTENANCE

Maintenance Tools: Furnish complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

The Owner requires use of certain products for their unique characteristics and project suitability to insure continuity of existing and future performance and maintenance standards. After investigating available product offerings, the Awarding Authority has elected to prepare proprietary specifications. These products are specified with the notation: "No Substitute."

1. Where "No Substitute" is noted, submittals and substitution requests for other products will not be considered.

Approval of manufacturers and/or products other than those listed as "Scheduled Manufacturer" or "Acceptable Manufacturers" in the individual article for the product category shall be in accordance with QUALITY ASSURANCE article, herein.

Approval of products from manufacturers indicated in "Acceptable Manufacturers" is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer's product.

Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.02 MATERIALS

Fasteners

1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work including prepared for paint surfaces to receive painted finish.
3. Provide concealed fasteners for hardware units exposed when door is closed except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless thru-bolts are required to fasten hardware securely. Review door specification and advise Architect if thru-bolts are required.
4. Install hardware with fasteners provided by hardware manufacturer.

Modification and Preparation of Existing Doors: Where existing door hardware is indicated to be removed and reinstalled.

5. Provide necessary fillers, Dutchmen, reinforcements, and fasteners, compatible with existing materials, as required for mounting new opening hardware and to cover existing door and frame preparations.
6. Use materials which match materials of adjacent modified areas.
7. When modifying existing fire-rated openings, provide materials permitted by NFPA 80 as required to maintain fire-rating.

Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.

8. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

2.03 HINGES

Manufacturers and Products:

1. Scheduled Manufacturer and Product: Ives 5BB series.
2. Acceptable Manufacturers and Products: Hager BB series, Stanley FBB Series.

Requirements:

3. Provide hinges conforming to ANSI/BHMA A156.1.
4. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:

    a. Exterior: Standard weight, bronze or stainless steel, 4-1/2 inches (114 mm) high

b. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high

5. 1-3/4 inch (44 mm) thick doors over 36 inches (914 mm) wide:

   a. Exterior: Heavy weight, bronze/stainless steel, 5 inches (127 mm) high
   b. Interior: Heavy weight, steel, 5 inches (127 mm) high

6. 2 inches or thicker doors:

   a. Exterior: Heavy weight, bronze or stainless steel, 5 inches (127 mm) high
   b. Interior: Heavy weight, steel, 5 inches (127 mm) high

7. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height, and one additional hinge for each 30 inches (762 mm) of additional door height.
8. Where new hinges are specified for existing doors or existing frames, provide new hinges of identical size to hinge preparation present in existing door or existing frame.
9. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:

   a. Steel Hinges: Steel pins
   b. Non-Ferrous Hinges: Stainless steel pins
   c. Out-Swinging Exterior Doors: Non-removable pins
   d. Out-Swinging Interior Lockable Doors: Non-removable pins
   e. Interior Non-lockable Doors: Non-rising pins

10. Width of hinges: 4-1/2 inches (114 mm) at 1-3/4 inch (44 mm) thick doors, and 5 inches (127 mm) at 2 inches (51 mm) or thicker doors. Adjust hinge width as required for door, frame, and wall conditions to allow proper degree of opening.

2.04 MORTISE LOCKS

Manufacturers and Products:

1. Scheduled Manufacturer and Product: Corbin Russwin ML2000 series
2. Acceptable Manufacturers and Products: No Substitutions

Requirements:

3. Provide mortise locks conforming to ANSI/BHMA A156.13 Series 1000, Grade 1, and UL Listed for 3 hour fire doors.
4. Provide locks manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance.
5. Provide lock case that is multi-function and field reversible for handing without opening case. Cylinders: Refer to "KEYING" article, herein.
6. Provide locks with standard 2-3/4 inches (70 mm) backset with full 3/4 inch (19 mm) throw stainless steel mechanical anti-friction latchbolt. Provide deadbolt with full 1 inch (25 mm) throw, constructed of stainless steel.
7. Provide standard ASA strikes unless extended lip strikes are necessary to protect trim.
8. Lever Trim: Solid brass, bronze, or stainless steel, cast or forged in design specified, with wrought roses and external lever spring cages. Provide thru-bolted levers with 2-piece spindles.

   a. Lever Design: Corbin Russwin: LWA

2.05 DOOR CLOSERS

Manufacturers and Products:

1. Scheduled Manufacturer and Product: LCN 4010/4110 series.
2. Acceptable Manufacturers and Products: Sargent 281 series

Requirements:

3. Provide door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory. Certify surface mounted mechanical closers to meet fifteen million (15,000,000) full load cycles. ISO 9000 certify closers. Stamp units with date of manufacture code.
4. Provide door closers with fully hydraulic, full rack and pinion action with high strength cast iron cylinder, and full complement bearings at shaft.
5. Cylinder Body: 1-1/2 inch (38 mm) diameter with 11/16 inch (17 mm) diameter double heat-treated pinion journal.
6. Hydraulic Fluid: Fireproof, passing requirements of UL10C, and requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F.
7. Spring Power: Continuously adjustable over full range of closer sizes, and providing reduced opening force as required by accessibility codes and standards.
8. Hydraulic Regulation: By tamper-proof, non-critical valves, with separate adjustment for latch speed, general speed, and backcheck.
9. Provide closers with solid forged steel main arms and factory assembled heavy-duty forged forearms for parallel arm closers. When closers are parallel arm mounted, provide closers which mount within 6-inch (152 mm) top rail without use of mounting plate so that closer is not visible through vision panel from pull side.
10. Pressure Relief Valve (PRV) Technology: Not permitted.
11. Finish for Closer Cylinders, Arms, Adapter Plates, and Metal Covers: Powder coating finish which has been certified to exceed 100 hours salt spray testing as described in ANSI/BHMA Standard A156.4 and ASTM B117, or has special rust inhibitor (SRI).
12. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other door hardware items interfering with closer mounting.

2.06 DOOR TRIM

Manufacturers:

1. Scheduled Manufacturer: Ives 8200/ 8302
2. Acceptable Manufacturers: Burns: 54/ 5426C, Trimco: 1001-3/ 1018-3B

Requirements:

3. Provide push plates 4 inches (102 mm) wide by 16 inches (406 mm) high by 0.050 inch (1 mm) thick and beveled 4 edges. Where width of door stile prevents use of 4 inches (102 mm) wide plate, adjust width to fit.
4. Provide pull plates 4 inches (102 mm) wide by 16 inches (406 mm) high by 0.050 inch (1 mm) thick, beveled 4 edges, and prepped for pull. Where width of door stile prevents use of 4 inches (102 mm) wide plate, adjust width to fit.

2.07 PROTECTION PLATES

Manufacturers:

1. Scheduled Manufacturer: Ives: 8400 series
2. Acceptable Manufacturers: Burns: KP50 series. Trimco: KO050 series

Requirements:

3. Provide kick plates, mop plates minimum of 0.050 inch (1 mm) thick, beveled four edges as scheduled. Furnish with sheet metal or wood screws, finished to match plates.
4. Sizes of plates:

    a. Kick Plates: 10 inches (254 mm) high by 2 inches (51 mm) less width of door.
    b. Mop Plates: 4 inches (102 mm) high by 1 inch (25 mm) less width of door.

2.08 DOOR STOPS AND HOLDERS

Manufacturers:

1. Scheduled Manufacturer: Ives: WS406/407CCV series
2. Acceptable Manufacturers: Burns: 575 series, Trimco: 1270WV series

Provide door stops at each door leaf:

3. Provide wall stops wherever possible. Provide convex type where mortise type locks are used and concave type where cylindrical type locks are used.
4. Where a wall stop cannot be used, provide universal floor stops for low or high rise options.
5. Where wall or floor stop cannot be used, provide medium duty surface mounted overhead stop.

2.09 SILENCERS

Manufacturers:

1. Scheduled Manufacturer: Ives: SR64 series
2. Acceptable Manufacturers: Burns: 500 series, Trimco: 1229A series

Requirements:

3. Provide "push-in" type silencers for hollow metal or wood frames.
4. Provide one silencer per 30 inches (762 mm) of height on each single frame, and two for each pair frame.
5. Omit where gasketing is specified.

2.10 CYLINDERS

Manufacturers:

1. Scheduled Manufacturer: Corbin Russwin

Requirements:

2. Provide cylinders to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.
3. Provide the following keyway: As required by Owner.

2.11 KEYING

Provide a factory registered keying system, complying with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

Provide cylinders keyed into Owner's existing factory registered keying system.

Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.

Requirements:

1. Provide cylinders keyed by the manufacturer according to the following key system.
   a. Master Keying system as directed by the Owner.
2. Forward keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders involved at no additional cost to Owner.
3. Provide keys with the following features:
   a. Material: Nickel silver; minimum thickness of .107-inch (2.3mm)
4. Identification:
   a. Mark permanent cylinders/cores and keys with applicable blind code per DHI publication "Keying Systems and Nomenclature" for identification. Do not provide blind code marks with actual key cuts.
   b. Identification stamping provisions must be approved by the Architect and Owner.
   c. Stamp cylinders and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE".
   d. Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
   e. Forward cylinders to Owner, separately from keys, by means as directed by Owner.
5. Quantity: Furnish in the following quantities.
   a. Change (Day) Keys: 3 per cylinder.

2.12 FINISHES

Finish: BHMA 626/652 (US26D); except:

1. Push Plates, Pulls, and Push Bars: BHMA 630 (US32D)

2. Protection Plates: BHMA 630 (US32D)
3. Door Closers: Powder Coat to Match
4. Wall Stops: BHMA 630 (US32D)

PART 3 - EXECUTION

3.01 EXAMINATION

Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.

Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.

Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.

Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

Where on-site modification of doors and frames is required:

1. Carefully remove existing door hardware and components being reused. Clean, protect, tag, and store in accordance with storage and handling requirements specified herein.
2. Field modify and prepare existing door and frame for new hardware being installed.
3. When modifications are exposed to view, use concealed fasteners, when possible.
4. Prepare hardware locations and reinstall in accordance with installation requirements for new door hardware and with:

    a. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
    b. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
    c. Doors in rated assemblies: NFPA 80 for restrictions on on-site door hardware preparation.

3.03 INSTALLATION

Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.
3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."

Install each hardware item in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer.

Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.

Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.

Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Template door closers to maximum opening degree as permitted by existing construction. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.

Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.

3.04 FIELD QUALITY CONTROL

Engage qualified manufacturer trained representative to perform inspections and to prepare inspection reports.

1. Representative will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.05 ADJUSTING

Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

3.06 CLEANING AND PROTECTION

Clean adjacent surfaces soiled by door hardware installation.

Clean operating items as necessary to restore proper function and finish.

Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.07 DOOR HARDWARE SCHEDULE

Hardware items are referenced in the following hardware. Refer to the above-specifications for special features, options, cylinders/keying, and other requirements.

Hardware Sets

HARDWARE GROUP NO. 01

For use on Door #(s):

119 120 206 207 238 239

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5	652	IVE
1	EA	PUSH PLATE	8200 4" X 16"	630	IVE
1	EA	PULL PLATE	8302 10" 4" X 16"	630	IVE
1	EA	SURFACE CLOSER	4011 H	689	LCN
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

EXISTING FRAME FOR DOORS 119 & 120- GC TO VERIFY EXISITNG HINGE PREP

TEMPLATE DOOR CLOSER TO MAXIMUM OPENING DEGREE TO PERMIT FOR FULL CLEARANCE

HARDWARE GROUP NO. 02

For use on Door #(s):

141 142

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5	652	IVE
1	EA	PULL PLATE	8302 10" 4" X 16"	630	IVE
1	EA	PUSH PLATE	8200 4" X 16"	630	IVE
1	EA	SURFACE CLOSER	4111 SHCUSH	689	LCN
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

EXISTING FRAME FOR DOORS 141 & 142- GC TO VERIFY EXISITNG HINGE PREP

TEMPLATE DOOR CLOSER TO MAXIMUM OPENING DEGREE TO PERMIT FOR FULL CLEARANCE

HARDWARE GROUP NO. 03

For use on Door #(s):

253 255

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5	652	IVE
1	EA	PRIVACY LOCK W/ IND	ML2030 x LWA x M19VN	626	C-R
1	EA	SURFACE CLOSER	4011	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CCV	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

TEMPLATE DOOR CLOSER TO MAXIMUM OPENING DEGREE TO PERMIT FOR FULL CLEARANCE

END OF SECTION

SECTION 09 2216

NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Non-load-bearing steel framing systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association; the Steel Framing Industry Association; or the Steel Stud Manufacturers Association.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
   1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
   2. Protective Coating: ASTM A 653/A 653M, G60, hot-dip galvanized unless otherwise indicated.

B. Studs and Tracks: ASTM C 645.
   1. Steel Studs and Tracks:
      a. Minimum Base-Metal Thickness: As required by performance requirements for horizontal deflection.
      b. Depth: As indicated on Drawings.

C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
   1. Minimum Base-Metal Thickness: 0.0269 inch.

D. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
   1. Depth: 1-1/2 inches.
   2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.

E. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
   1. Minimum Base-Metal Thickness: 0.0296 inch.
   2. Depth: As indicated on Drawings.

2.2 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.
   1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one of the following:
   1. Asphalt-Saturated Organic Felt: ASTM D 226/D 226M, Type I (No. 15 asphalt felt), nonperforated.
   2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.

C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

D. Install bracing at terminations in assemblies.

E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.2 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

END OF SECTION

SECTION 09 2900

GYPSUM BOARD

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Interior gypsum board.

B. Tile backing panels.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Board, Type X: ASTM C 1396/C 1396M.
   1. Manufacturers with products that may be incorporated into the work include:
      a. CertainTeed Corporation
      b. Georgia Pacific Building Products
      c. National Gypsum Products
      d. US Gypsum
   2. Thickness: 5/8 inch.
   3. Long Edges: Tapered.

B. Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
   1. Subject to compliance with requirements, provide one of the following:
      a. M2Tech Moisture and Mold Resistant Gypsum Board by CertainTeed Corporation
      b. Gold Bond XP Gypsum Board by National Gypsum
      c. Mold Tough by USG
   2. Core: 1/2 inch, regular type.
   3. Long Edges: Tapered.
   4. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.3 TILE BACKING PANELS

A. Cementitious Backer Units: ANSI A118.9 and ASTM C 1288 or ASTM C 1325, with manufacturer's standard edges.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. CertainTeed Corporation.
    b. National Gypsum Company.
    c. USG Corporation.

2. Thickness: 5/8 inch.
3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.
    1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
    2. Shapes:
        a. Cornerbead.
        b. L-Bead: L-shaped; long flange receives joint compound.
        c. Expansion (control) joint.
        d. Wall Reveal

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:
    1. Interior Gypsum Board: Paper.
    2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
    1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
    2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
        a. Use setting-type compound for installing paper-faced metal trim accessories.
    3. Fill Coat: For second coat, use setting-type, sandable topping compound.
    4. Finish Coat: For third coat, use setting-type, sandable topping compound.

D. Joint Compound for Tile Backing Panels:
    1. Cementitious Backer Units: As recommended by backer unit manufacturer.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.

C. Sound-Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

D. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

PART 3 - EXECUTION

3.1 APPLYING AND FINISHING PANELS

A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

B. Comply with ASTM C 840.
1. Control joints every 30 feet maximum.

C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

E. Prefill open joints and damaged surface areas.

F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
1. Level 3: Above Ceilings
2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated

H. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.2 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION

SECTION 09 3000

TILING

PART 1 - GENERAL

1.1 SECTION INCLUDS

A. Ceramic floor tile.

B. Quartz thresholds.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples:
   1. Each type and composition of tile and for each color and finish required.
   2. Assembled samples mounted on a rigid panel, with grouted joints, for each type and composition of tile and for each color and finish required.

C. Mockup:
   1. Provide mockup of each tile type including mortar, grout, substrate and waterproofing. Obtain Architect's review prior to commencing tile work within building space.

PART 2 - PRODUCTS

2.1 PRODUCTS, GENERAL

A. ANSI Ceramic Tile Standard: Provide Standard-grade tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.

B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.

2.2 TILE PRODUCTS

A. Manufacturer: Basis of Design Indicated products by Crossville or a comparable product by one of the following:
   1. Dal-tile
   2. American Olean

B. Basis of Design: (CT-1) ColorBlox/ColorBlox Mosaics (Porcelain Stone) by Crossville
   1. Ceramic Tile Type: Porcelain Stone
      a. Composition: Thru-body Porcelain
      b. Face Size: 3 by 3 inch mosaic
      c. Thickness: ¼ inch

d. Dynamic Coefficient of Friction: 0.42 – 0.52
e. Trim: Matching 6 by 12 inch cove base
f. Tile Color and Pattern: Refer to Schedule at end of this Section.
g. Grout Color: As selected by Architect from manufacturer's full range.

C. Basis of Design: (CT-2) ColorBlox/ColorBlox Mosaics (Porcelain Stone) by Crossville
1. Ceramic Tile Type: Porcelain Stone
a. Composition: Thru-body Porcelain
b. Face Size: 12 by 24 inch
c. Thickness: 3/8 inch
d. Trim:
1) Matching 6 by 12 inch cove base, Universal Flat Top
2) Matching 4 by 12 Bullnose Cap – Align vertical joints with cove base and field tile.

2.3 QUARTZ THRESHOLD

A. Quartz Agglomerate: Solid sheets consisting of quartz aggregates bound together with a matrix of filled plastic resin and complying with ICPA SS-1, except for composition.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. E. I. du Pont de Nemours and Company.
b. LG Chemical, Ltd.
c. Terrazzo & Marble Supply Companies.
d. Wilsonart LLC.
2. Colors and Patterns: As selected by Architect from manufacturer's full range, including grade 2 colors and patterns.

2.4 WATERPROOFING

A. Polyethylene Sheet: Polyethylene faced on both sides with fleece webbing; 0.125-inch nominal thickness.
1. Basis Schluter Systems L.P; DITRA or comparable product

2.5 SETTING MATERIALS

A. Modified Dry-Set Mortar : ANSI A118.15

2.6 GROUT MATERIALS

A. Standard Cement Grout: ANSI A118.6.

2.7 MISCELLANEOUS MATERIALS

A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

B. Floor Sealer: Manufacturer's standard product for sealing grout joints and that does not change color or appearance of grout.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
   1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
   2. Verify that concrete substrates for tile floors installed with thinset mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with thin set mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.

B. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot toward drains.

C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 CERAMIC TILE INSTALLATION

A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
   1. For the following installations, follow procedures in the ANSI A122 series of tile installation standards for providing 95 percent mortar coverage:
      a. Tile floors in wet areas.

B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in

items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.

E. Where accent tile differs in thickness from field tile, vary setting bed thickness so that tiles are flush.

F. Jointing Pattern: Stacked Bond

G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
   1. Ceramic Mosaic Tile: 1/8 inch, unless otherwise noted
   2. Porcelain Tile: 1/4 inch, unless otherwise noted

H. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
   1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
   2. s

I. Floor Sealer: Apply floor sealer to grout joints in tile floors according to floor-sealer manufacturer's written instructions. As soon as floor sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.

J. Install waterproofing to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness that is bonded securely to substrate.

K. Where required, patch and repair to match existing.

3.4 TILE SCHEDULE

Room 141 (B)	Floor: CT-1	**Color**: A1116 Caboose
	Wall: CT-2	Color: A1101 Sandbox
Room 142 (G)	Floor: CT-1	Color: A1113 Blue Suede Shoes
Room 119 (Uni)	Floor: CT-1	Color: A1117 I See the Moon
Room 120 (Uni)	Floor: CT-1	Color: A1117 I See the Moon
Room 238 (B)	Floor: CT-1	Color: A1113 Blue Suede Shoes
Room 239 (G)	Floor: CT-1	Color: A1106 Limeade
Room 206 (B)	Floor: CT-1	Color: A1111 Day at the Beach
Room 207 (G)	Floor: CT-1	Color: A1116 Caboose
Room 253 (Uni)	Floor: CT-1	Color: A1115 Camping Out
Room 255 (Uni)	Floor: CT-1	Color: A1115 Camping Out

3.5 CERAMIC TILE INSTALLATION SCHEDULE

A. Interior Floor Installations

1. Slab on Grade: F122-16 – Concrete Slab: unmodified thin-set, Schluter Ditra membrane (waterproofing and decoupling), unmodified, then set mortar, tile finish
2. Suspended Slab (2nd Floor) F122A-16 – Suspended concrete slab: unmodified thin-set, Schluter Ditra membrane (waterproofing and decoupling), unmodified, thin set mortar, tile finish

B. Interior Wall Installations, Masonry or Concrete:

1. Ceramic Tile Installation: TCNA F113; thinset mortar.
   a. Thinset Mortar: Improved modified dry-set mortar.
   b. Grout: High-performance sanded grout.

END OF SECTION

SECTION 09 5113

ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Acoustical panels for interior ceilings.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, and coordinated with each other, using input from installers of the items involved.

B. Product test reports.

C. Research reports.

D. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: Class A according to ASTM E 1264.
   2. Smoke-Developed Index: 50 or less.

2.2 MANUFACTURER

A. Basis of Design: SchoolZone Fine Fissured #1713 by Armstrong World Industries or comparable product by one of the following:
   1. CertainTeed Corporation
   2. Roxul Rockfon
   3. US Gypsum Company

2.3 ACOUSTICAL PANELS

A. Acoustical Panel:
   1. Acoustical Panel Standard: Manufacturer's standard panels according to ASTM E 1264.
   2. Classification: Type III, Form 2, Pattern CE
   3. Color: White
   4. Light Reflectance (LR): 85 percent
   5. Noise Reduction Coefficient (NRC): 70 percent
   6. Edge/Joint Detail: square edge
   7. Thickness: ¾ inch
   8. Modular Size: 24 by 24 inches

2.4 METAL SUSPENSION SYSTEM

A. Basis of Design: Prelude XL 15/16 Exposed Tee by Armstrong Ceilings or a comparable product of one of the indicated manufacturers.

B. Metal Suspension-System Standard: Manufacturer's standard, direct-hung, metal suspension system and accessories according to ASTM C 635/C 635M.

C. Wide-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized, G30coating designation; with prefinished 9/16-inch- wide metal caps on flanges.

   1. Structural Classification: Heavy-duty system.
   2. End Condition of Cross Runners: Override (stepped) or butt-edge type.
   3. Face Design: Flat, flush.
   4. Cap Material: Cold-rolled steel.
   5. Cap Finish: Painted white

2.5 METAL EDGE MOLDINGS AND TRIM

A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

PART 3 - EXECUTION

3.1 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated.

B. Layout openings for penetrations centered on the penetrating items.

3.2 INSTALLATION

A. Install acoustical panel ceilings according to ASTM C 636/C 636M and manufacturer's written instructions.

B. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
3. Arrange directionally patterned acoustical panels as follows:

    a. As indicated on reflected ceiling plans.
    b. Install panels with pattern running in one direction parallel to axis of space.
    c. Install panels in a basket-weave pattern.

4. Install trim in areas indicated; space according to panel manufacturer's written instructions unless otherwise indicated.

END OF SECTION

SECTION 09 6723

RESINOUS FLOORING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes resinous flooring systems.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each type of exposed finish required.

1.4 INFORMATIONAL SUBMITTALS

A. Material certificates.

B. Material test reports.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.

B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.

C. Close spaces to traffic during resinous flooring application and for 24 hours after application unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 RESINOUS FLOORING

A. Resinous Flooring System (RES-1): Abrasion-, impact-, and chemical-resistant, aggregate-filled, and resin-based monolithic floor surfacing designed to produce a seamless floor.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. BASF Corp. - Construction Chemicals.
      b. Neogard; a division of Jones-Blair, Inc.
      c. Sherwin-Williams Company, General Polymers.
      d. Stonhard, Inc.
      e. Tnemec Inc.

B. System Characteristics:
   1. Color and Pattern: As selected by Architect from manufacturer's full range.
   2. Wearing Surface: Textured for slip resistance.
   3. Overall System Thickness: 20 mils.

C. Primer: Type recommended by resinous flooring manufacturer for substrate and resinous flooring system indicated.

D. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.

E. Body Coats:
   1. Resin: Epoxy.
   2. Formulation Description: High solids.
   3. Type: Pigmented.
   4. Application Method: Self-leveling slurry with broadcast aggregates.
   5. Aggregates: Manufacturer's standard.

F. Topcoats: Sealing or finish coats.
   1. Resin: Epoxy.
   2. Formulation Description: High solids.
   3. Type: Clear.
   4. Finish: Matte.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry substrate for resinous flooring application.

B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
   1. Roughen concrete substrates as follows:

a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
b. Comply with ASTM C 811 requirements unless manufacturer's written instructions are more stringent.

2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written instructions.
3. Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
   a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with application of resinous flooring only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. of slab area in 24 hours.
   b. Plastic Sheet Test: ASTM D 4263. Proceed with application only after testing indicates absence of moisture in substrates.
   c. Relative Humidity Test: Use in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
4. Alkalinity and Adhesion Testing: Verify that concrete substrates have pH within acceptable range. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.

C. Patching and Filling: Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.

D. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.

3.2 APPLICATION

A. Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
   1. Expansion and Isolation Joint Treatment: At substrate expansion and isolation joints, comply with resinous flooring manufacturer's written instructions.

B. Primer: Apply primer over prepared substrate at manufacturer's recommended spreading rate.

C. Self-Leveling Body Coats: Apply self-leveling slurry body coats in thickness indicated for flooring system.
   1. Aggregates: Broadcast aggregates at rate recommended by manufacturer and, after resin is cured, remove excess aggregates to provide surface texture indicated.

D. Topcoats: Apply topcoats at spreading rates recommended in writing by manufacturer and to produce wearing surface indicated.

E. Protect resinous flooring from damage and wear during the remainder of construction period.

END OF SECTION

SECTION 09 9100

PAINTING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Surface preparation and the application of paint systems

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and in each color and gloss of topcoat.
   1. Provide three paper "draw down" samples illustrating range of colors available for each finish product specified.
   2. Apply sample paint swatches of each paint system in each condition to in the field for review after lighting and ceiling have been installed.

1.3 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site in sealed and labeled containers.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying type, cleanup requirements, color designation and instructions for mixing and reducing

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instruction

1.4 EXTRA MATERIALS

A. Provide 1 gallon of each color, store where directed

B. Label each container with color in addition to the manufacturer's label.

PART 2 - PRODUCTS

2.1 COATINGS

A. Primer Sealers: Same manufacturer as top coats

B. Block Fillers
   1. Basis of Design: PrepRite Interior Exterior Block Filler by Sherwin Williams or comparable product by PPG or Benjamin Moore

C. Masonry Finish Coat:
   1. Basis of Design: Pro Industrial Acrylic Coating by Sherwin Williams or comparable product by PPG or Benjamin Moore
   2.

2.2 PAINT, GENERAL

A. 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.

B. Colors: Match: Sherwin Williams Color SW 7053 Aesthetic White

C. Sheen:
   1. Walls Eggshell

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. Concrete: 12 percent.
   2. Masonry (Clay and CMUs): 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. 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.
   2. Thoroughly clean joint seals above existing tile base that is to be removed.

3.3 APPLICATION

A. 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 PAINT FINISH SCHEDULE

A. Concrete/Masonry, Opaque, Latex, 3 Coat
   1. One coat of Block Filler
   2. Semi-Gloss: Two coats of Pro Industrial Acrylic
   3. Flat: Two coats of latex enamel

B. Ferrous Metals, Unprimed, Latex Acrylic Enamel, 3 Coat
   1. One coat of Universal Primer
   2. Semi-Gloss: Two coats of latex acrylic enamel

C. Gypsum Board Latex Acrylic Enamel, 3 Coat
   1. One coat of Universal Primer
   2. Eggshell: Two coats of latex acrylic enamel

END OF SECTION

SECTION 10 1400
SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Room signs.

1.03 REFERENCE STANDARDS

A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.

B. ICC A117.1 - Accessible and Usable Buildings and Facilities; International Code Council; 2009 (ANSI).

1.04 SUBMITTALS

A. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.

B. Signage Schedule: Provide information sufficient to completely define each sign for fabrication, including room number, room name, other text to be applied, sign and letter sizes, fonts, and colors.
   1. When room numbers to appear on signs differ from those on the drawings, include the drawing room number on schedule.
   2. When content of signs is indicated to be determined later, request such information from Owner through Architect at least 2 months prior to start of fabrication; upon request, submit preliminary schedule.
   3. Submit for approval by Owner through Architect prior to fabrication.

1.05 FIELD CONDITIONS

A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.

B. Maintain this minimum temperature during and after installation of signs.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Flat Signs:
   1. Basis of Design: Series 1000 ADA – Engraved by Mohawk Sign Systems
   2. Subject to compliance with requirements other manufacturers with comparable products include:
      a) APCO Signs, Inc.
      b) Fastsigns
      c) TakeForm Architectural Graphics

2.02 SIGNAGE APPLICATIONS

A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.

B. Room and Door Signs: Locations as scheduled on drawings.
   1. Sign Type: Flat signs with engraved panel media as specified.
   2. Provide "tactile" signage, with letters raised minimum 1/32 inch (0.8 mm) and Grade II braille.
   3. Character Height: varies, see drawings.
   4. Sign Height: varies, see drawings.

C. Sign Type Legend
   1. R-W/R-M: Basis of Design: Mohawk M1000 Restroom signs with pictograms and braille 8 by 6

2.03 SIGN TYPES

A. Flat Signs: Signage media without frame.
   1. Edges: Square.
   2. Corners: Square.
   3. Clear Cover: For customer produced sign media, provide clear cover of polycarbonate plastic, glossy on back, non-glare on front.
   4. Wall Mounting of One-Sided Signs: Tape adhesive.
   6. Construction: Sandblasted with integral text and braille

C. Color and Font: Unless otherwise indicated:
   1. Character Font: Arial, or other sans serif font.
   2. Character Case: Upper case only.
   3. Background Color: To be Selected by Architect from Manufacturer Standard Colors.
   4. Character Color: Contrasting color.

2.04 TACTILE SIGNAGE MEDIA

A. Engraved Panels: Laminated colored plastic; engraved through face to expose core as background color:
   1. Total Thickness: 1/8 inch thick

2.06 ACCESSORIES SIGNAGE

A. Tape Adhesive: Double sided tape, permanent adhesive.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install neatly, with horizontal edges level.

C. Locate signs where indicated:
   1. Room and Door Signs: Locate on wall at latch side of door with centerline of sign at 60 inches (1525 mm) above finished floor. Verify location and height with drawings.

D. Protect from damage until Final Acceptance; repair or replace damage items.

END OF SECTION

SECTION 10 2113.17

PHENOLIC-CORE TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Phenolic-core toilet compartments configured as toilet enclosures and urinal screens.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For toilet compartments. Include plans, elevations, sections, details, and attachment details.

C. Samples for each type of toilet compartment material indicated.

1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: 75 or less.
   2. Smoke-Developed Index: 450 or less.

B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for toilet compartments designated as accessible.

2.2 PHENOLIC-CORE TOILET COMPARMENTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   1. Accurate Partitions Corp., an ASI Group Company.
   2. Bobrick Washroom Equipment, Inc.
   3. Bradley Corporation.

4. Knickerbocker Partition Corporation.
5. PSISC.
6. Scranton Products.

B. Toilet-Enclosure Style: Overhead braced.

C. Urinal-Screen Style: Wall hung.

D. Door, Panel, and Pilaster Construction: Solid phenolic-core panel material with melamine facing on both sides fused to substrate during panel manufacture (not separately laminated), and with eased and polished edges and no-sightline system. Provide minimum 3/4-inch-thick doors and pilasters and minimum 1/2-inch-thick panels.

E. Pilaster Shoes and Sleeves (Caps): Formed from stainless steel sheet, not less than 0.031-inch nominal thickness and 3 inches high, finished to match hardware.

F. Brackets (Fittings):
1. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.

G. Phenolic-Panel Finish:
1. Facing Sheet Finish: One color and pattern in each room.
2. Color and Pattern: As selected by Architect from manufacturer's full range, with manufacturer's standard through-color core matching face sheet.
3. Edge Color: Through-color matching facing sheet color.

2.3 HARDWARE AND ACCESSORIES

A. Hardware and Accessories: Manufacturer's standard operating hardware and accessories.
1. Material: Clear-anodized aluminum.
2. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.

B. Hardware and Accessories: Manufacturer's heavy-duty stainless steel operating hardware and accessories.
1. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.

C. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.

D. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized-steel, or other rust-resistant, protective-coated steel compatible with related materials.

2.4 FABRICATION

A. Fabrication, General: Fabricate toilet compartment components to sizes indicated. Coordinate requirements and provide cutouts for through-partition toilet accessories where required for attachment of toilet accessories.

B. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.

C. Door Size and Swings: Unless otherwise indicated, provide 24-inch-wide in-swinging doors for standard toilet compartments and 36-inch-wide out-swinging doors with a minimum 32-inch-wide clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.

1. Full-Height (Continuous) Brackets: Secure panels to walls and to pilasters with full-height brackets.
    a. Locate bracket fasteners so holes for wall anchors occur in masonry or tile joints.
    b. Align brackets at pilasters with brackets at walls.

3.2 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION

SECTION 10 2800

TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Toilet Accessories.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: Full size, for each exposed product and for each finish specified.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.4 WARRANTY

A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: 15 years from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 TOILET ACCESSORIES

A. Basis of design (Bobrick) for toilet accessories are scheduled in the drawings, or an equivalent product by one of the following
   1. American Specialties
   2. Bradley Corporation
   3. McKinney/Parker

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to ASTM F 446.

END OF SECTION

PFA ARCHITECTS, PA
196 Coxe Ave
Asheville, NC 28801

Wednesday, September 18, 2019
3:00 PM EST

Buncombe County
Renovation of Hall Fletcher Elementary
located **at 60 Ridgelawn Road, Asheville, NC 28806**

GENERAL CONTRACT WORK

CONTRACTOR	LICENSE NO.	Bid Security Included	Addendums # 1, # 2, & # 3 Received	MBE Forms Attached to Bid Pkg.	Base Bid	Alternate # 1	Alternate # 2	Alternate # 3	UNIT PRICES No. 1 (per SF)	UNIT PRICES No. 2 (per LF)	UNIT PRICES No. 3 (per LF)	Totals (Base Bid & ALL Alternates)
Carolina Cornerstone Construction, Inc. PO Box 6779, Asheville, NC 28816	No Bid Received											
H&M Constructors (A Div. of MB Haynes Corp.) 187 Deaverview Road, Asheville, NC 28806 PO Box 16859, Asheville, NC 28816	No Bid Received											
J. Bartholomew Construction 1902 Spartanburg Hwy. Hendersonville, NC 28792-6598	68658	Yes	Yes	Yes	$904,000	($4,481)	$2,000	$1,000	$100/SF	$100/LF	$60/LF	$902,519.00
PC Construction Company 196 Tilley Drive S. Burlington, VT 05403	6142	Yes	Yes	Yes	$715,000	($4,107)	$1,028	$514	$193/SF	$129/LF	$77/LF	$712,435.00

I certify that the above bid was received by 3 PM, Wednesday, September 18th, 2019, at Buncombe County General Services Conference Room located at 40 McCormick Place in Asheville, NC 28801.
At which time they were opened, read aloud & tabulated.

Scott T. Donald, AIA

Alternates (located in Specification Section 01 2300 & detailed on Sheets C3.4; L1.1; A0.3; A0.7; SB-3; & SB-4):

Alternate # 1: Resinous Floor in each of the Group Bathrooms, as indicated in Section 01 2300.
Alternate # 2: Floor tile in Room E-140 Janitor, as indicated in Section 01 2300.
Alternate # 3: Resinous Floor in Room E-140 Janitor, as indicated in Section 01 2300.

Unit Prices (located in Specification Section 01 2100 & detailed on Revised Bid Proposal Form in Addendum # 1):

No. 1: Concrete Slab Demolotion, as indicated in Section 01 2200 (per SF).
No. 2: Pipe Replacement - below grade, as indicated in Section 01 2200 (per LF).
No. 3: Pipe Replacement - above ceiling, as indicated in Section 01 2200 (per LF).

Bid Proposal

Buncombe County, NC

Renovation/Repair of Hall Fletcher Elementary School

September 18, 2019

EXHIBIT "A"

FORM OF PROPOSAL – SINGLE PRIME BID

Including General Construction, Mechanical (HVAC), Plumbing and Electrical Work

Buncombe County Government
Renovations to Hall Fletcher
Elementary School
Asheville, North Carolina

Date: September 18, 2019

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 no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; this proposal is made without connection with any other person, company, or party making a bid or proposal; and it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that: he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; he has examined the Specifications for the Work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with **Buncombe County Government**, hereinafter called the Owner, in the form of Contract specified, and to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of **Renovations to Hall Fletcher Elementary School** located at **60 Ridgelawn Road** in **Asheville, North Carolina.** The work shall be conducted in full and complete accordance with the plans, Specifications, and Contract Documents to the full and entire satisfaction of the Owner (**Buncombe County Government**) and **PFA Architects, P.A.**, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

BASE BID:

Seven Hundred Fifteen Thousand Dollars ($ 715,000.00)

UNIT PRICES

UNIT PRICE # 1: Concrete Slab Demolition as Indicated in Section 01 2200

One Hundred Ninety Three Dollars ($ 193.00) per Sq Foot

UNIT PRICE # 2: Pipe Replacement – below grade as indicated in Section 01 2200

One Hundred Twenty Nine Dollars ($ 129.00) per Linear Foot

UNIT PRICE #3: Pipe Replacement – above ceiling as indicated in Section 01 2200

Seventy Seven Dollars ($ 77.00) per Linear Foot

ALTERNATES

Should the Owner elect to accept any of the Alternates shown on the drawings or described in the Specifications, the amount written below shall be the amount to be "**added to**" the Base Bid.

ALTERNATE # 1: Resinous Floor in each of the Group Bathrooms as indicated in Section 01 2300

DEDUCT: Four Thousand One Hundred Seven Dollars ($ -4,107.00)

ALTERNATE # 2: Floor tile in Room E-140 Janitor as indicated in Section 01 2300

One Thousand Twenty Eight Dollars ($ 1,028.00)

ALTERNATE # 3: Resinous Floor in Room E-140 Janitor as indicated in Section 01 2300

Five Hundred Fourteen Dollars ($ 514.00)

The Bidder agrees to commence work under his Contract on a date to be specified in a written **Notice To Proceed** from the Owner through the Architect and shall achieve Final Completion of all work hereinunder within the time frame specified. Time is of the essence with respect to this contract and a material consideration thereof.

The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids.

Furthermore, Bidder understands that if Substantial Completion is not achieved within **One Hundred Eighty (180) consecutive calendar days** that Liquidated Damages in the amount of **$500 per** day will be assessed.

Respectfully submitted this 18th day of September, 2019.

Witness: Mary Carter
(Proprietorship or Partnership)

Attest: Nicole LaBrecque

By:

Title: Nicole LaBrecque, Interim Corporate Secretary
(Corp. Sec. or Assist. Sec. Only)

By: PC Construction Company
(Nam e of Firm or Corporation Making Bid)

Title:
(Owner, Partner, Corp. Pres. or Vice Pres. Only)
Chet Layman, Vice President

*Corporate Address: 193 Tilley Drive

South Burlington, VT 05403

License No.: 6142

Federal I.D. No.: 03 0259783

If selected, PC would appreciate the opportunity to discuss two provisions of the Contract terms. However, PC's bid is not conditioned on such opportunity

Corporate Seal:

Addenda Received and Used in Computing Bid

(Initial as appropriate)

Addendum No.	Dated	Received (Initials)
Addendum No. 1	08.22.2019	
Addendum No. 2	08.27.2019	
Addendum No. 3	09.11.2019	
Addendum No. 4		

BID BOND

Date of Execution of this Bond	September 13, 2019
Name and Address of Principal (Bidder)	PC Construction Company 193 Tilley Drive South Burlington, VT 05403
Name and Address of Surety	Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183
Name and Address of Contracting Body	Buncombe County Schools 40 McCormick Place Asheville, NC 28801
Amount of Bond	Five Percept of Bid (5% of Bid)
Bid and Proposal Dated:	September 18, 2109
Project Name:	Renovation/Repair of Hall Fletcher Elementary School

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL above named and SURETY above named who is duly licensed to act as SURETY in the State of North Carolina, are held and firmly bound unto **BUNCOMBE COUNTY GENERAL SERVICES**, as Obligee, in the penal sum of five percent (5%) of the amount bid in the bid and proposal described above, in 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.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the PRINCIPAL shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment of all persons supplying labor and materials in the prosecution of the work provided for in said contract, within ten (10) days after the award of the same to the PRINCIPAL above named, then this obligation shall be null and void; BUT if the PRINCIPAL above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended, and Article 3 of Chapter 44A of the General Statutes of North Carolina, as amended, the Surety shall upon demand, forthwith pay the Obligee the amount of this bond set forth above.

IN WITNESS WHEREOF, the Principal above named and the Surety above named have executed this instrument under their several seals on the date set forth above.

WITNESS: _____ (Proprietorship or Partnership) ATTEST: (Corporation) By: _____ (SEAL) Title: _____ (Corporation Secretary or Assistant Secretary Only) WITNESS: _____ COUNTERSIGNED: Not Applicable _____ N.C. Licensed Resident Agent	**PC Construction Company** Principal (Name of Individual, Individual and trade name, partnership, corporation, or joint venture) By: _____ (SEAL) Title: Chet Layman, Vice President (Owner, partner, office held in corporation, joint venture) **(Corporate Seal of Principal)** **Travelers Casualty and Surety Company of America** Surety (Name of Surety Company) By: _____ Michael T. Walsh Title: Attorney in Fact **(Corporate Seal of Surety)** 620 Hinesburg Rd, So Burlington, VT 05403 (Address of Attorney in Fact)

PC CONSTRUCTION COMPANY INCORPORATED 1976 VERMONT

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHAEL T WALSH** of **SOUTH BURLINGTON** **Vermont**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **September**, **2019**

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

EXHIBIT "C"

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of HUB Certified/ Minority Business Participation

I, PC Construction Company
(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	**HUB Category	Certified (Y/N)
Benton Roofing, Inc. Ph: (888) 622-1622 2421 Spartanburg HWY, East Flat Rock NC 28726	Roofing (SDVOSB)		D	Yes

*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 ($)_____.

EXHIBIT "C"

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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

County of Buncombe

(Name of Bidder)

Affidavit of PC Construction Company

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 pre-bid 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: 09.18.2019 Name of Authorized Officer: Chet Layman, Vice President

Signature:

Title: Vice President

SEAL

State of Vermont **, County of** Chittenden

Subscribed and sworn to before me this 18th **day of** September **20** 19 .

Notary Public Dawn Carstens

My commission expires January 31, 2021

EXHIBIT "C"

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

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

County of Buncombe

(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 PC Construction Company (Name of Bidder) I do hereby certify that on the

Renovation/Repair of Hall Fletcher Elementary School (Project Name)

Project ID# *Base Bid Amount of Bid $ 715,000.00

I will expend a minimum of 20.8 % 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
Benton Roofing Inc. | 888.622.1622	D	Y	roofing	149,174.00

*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: Sept 20, 2019 Name of Authorized Officer: Chet Layman

Signature:

Title: Vice President

KARYN CARSTENSEN NOTARY PUBLIC SEAL VERMONT

State of Vermont, County of Chittenden

Subscribed and sworn to before me this 20th day of September 20 19

Notary Public

My commission expires January 31, 2021

PERFORMANCE BOND

Date of Execution of this Bond _____

Name and Address of Principal (Contractor) _____

Name and Address of Surety _____

Name and Address of Contracting Body _____

Amount of Bond _____

Contract That certain contract by and between the Principal and the Contracting Body above named dated _____ for the project entitled _____

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 the 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.

PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

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

WITNESS: _____ (Proprietorship or Partnership) ATTEST: (Corporation) By:_____(SEAL) Title:_____ (Corporation Secretary or Assistant Secretary Only) WITNESS: _____ COUNTERSIGNED: _____ N.C. Licensed Resident Agent	_____ Principal (Name of Individual, individual and trade name, partnership, corporation, or joint venture) By: _____(SEAL) Title: _____ (Owner, partner, office held in corporation, joint venture) **(Corporate Seal of Principal)** _____ Surety (Name of Surety Company) By: _____ Title: Attorney in Fact **(Corporate Seal of Surety)** _____ (Address of Attorney in Fact)

PAYMENT BOND

Date of Execution of this Bond _____

Name and Address of Principal (Contractor) _____

Name and Address of Surety _____

Name and Address of Contracting Body _____

Amount of Bond _____

Contract That certain contract by and between the Principal and the Contracting Body above named, dated _____ for the project entitled _____

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 and shown above and hereto attached;

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

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals of 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.

WITNESS: _____ (Proprietorship or Partnership) ATTEST: (Corporation) By:_____(SEAL) Title:_____ (Corporation Secretary or Assistant Secretary Only) WITNESS: _____ COUNTERSIGNED: _____ N.C. Licensed Resident Agent	_____ Principal (Name of Individual, individual and trade name, partnership, corporation, or joint venture) By: _____(SEAL) Title: _____ (Owner, partner, office held in corporation, joint venture) **(Corporate Seal of Principal)** _____ Surety (Name of Surety Company) By: _____ Title: Attorney in Fact **(Corporate Seal of Surety)** _____ (Address of Attorney in Fact)

FINAL CERTIFICATE AND RELEASE

CONTRACTOR: _____

OWNER: **Buncombe County Government - General Services**

REFERENCE: Contract entered into the _____ day of _____, 20____ between **Buncombe County Government - General Services** (hereinafter called the "Board") and _____ (hereinafter called the "Contractor"), for the project entitled **Renovation/Repair of Hall Fletcher Elementary School**

_____

KNOW ALL MEN BY THESE PRESENTS:

1. The Contractor hereby certifies that there is due and payable under the contract and all change orders and modifications thereof the sum of _____ as final payment.

2. The Contractor further certifies that there are no outstanding or unsettled claims or items in addition to the amount set forth in paragraph 1 hereof which it claims are just and due and owing by the Board to the Contractor.

3. The Contractor further certifies that all work required under the contract, including work required under all change orders and modifications, has been performed in accordance with the terms thereof, and that there are no claims of laborers, materialmen, mechanics, subcontractors or sub-subcontractors for unpaid monies or wages arising out of the performance of this contract.

4. Except for the amount stated in paragraph 1 hereof, the Contractor has received from the Board all sums of money payable to the Contractor under or pursuant to the aforementioned contract, change orders, modifications, change directives, claims, demands, or otherwise.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof, the Contractor does hereby release the Board and the Board's past, present and future members, officers, employees and agents, and their respective assigns, successors, heirs and representatives from any and all claims, demands, rights, claims of lien, damages, suits, and causes of action, both legal and equitable, which the Contractor has, might now have, or that subsequently may accrue to it, arising under, growing out of, or in any wise connected with the Contract above referred to and the construction project referred to above.

IN WITNESS WHEREOF, the Contractor has caused this Final Certificate and Release to be executed by its duly authorized officers and its seal to be hereunto affixed, all by authority duly given, this _____day of _____, 20__. It is the act and intent of the Contractor that this document be executed under seal.

_____

BY_____

_____

ATTEST:

_____

_____

STATE OF_____

COUNTY OF_____

I, a Notary Public of the State of _____, County of _____, do hereby certify that _____ personally appeared before me this day and, being first duly sworn to oath, deposed and said that he is the _____ of _____, and that he has read the foregoing Final Certificate and Release and that the matters and things stated therein are, to the best of his knowledge and belief, true and that by authority duly given and as the act of

_____,
(Company or Corporation)
the foregoing instrument was signed in its name by him as its _____ President, sealed with its corporate seal, and accepted by its _____Secretary.

WITNESS my hand and Notarial Seal, this _____ day of _____,20____.

My Commission Expires:

_____

_____
NOTARY PUBLIC

PCCONST-01 MEGHANCREAMER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407	CONTACT NAME: PHONE (A/C, No, Ext): (802) 658-1100 FAX (A/C, No): (802) 658-9419 E-MAIL ADDRESS:
INSURED PC Construction Company 193 Tilley Drive So Burlington, VT 05403	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER C : Hartford Accident and Indemnity Co — 22357 INSURER D : AIG Specialty Insurance Company — 26883 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			04CSEQU2720	1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 1,000,000 $ 10,000 $ 3,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			04UENQU2722	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			47XSF10054101	1/1/2019	1/1/2020	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			04WNQU2721	1/1/2019	1/1/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CPO8088052	4/1/2019	4/1/2021	Each Loss	10,000,000
D	Pollution Liability			CPO8088052	4/1/2019	4/1/2021	Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability: Zurich Financial Svcs NA Group
Policy No: EOC596615311
Effective Date: 4/1/2019
Expiration Date: 4/1/2020
Each Claim: $15,000,000
Aggregate: $15,000,000

SEE ATTACHED ACORD 101

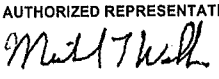
CERTIFICATE HOLDER

Buncombe County Government
40 McCormick Place
Asheville, NC 28801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: PCCONST-01 MEGHANCREAMER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		PC Construction Company 193 Tilley Drive So Burlington, VT 05403
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Hall Fletcher
Certificate holder is included as an additional insured in regards to general, auto, excess and pollution liability when required by written contract or agreement.
30 day NOC applies
Waiver of subrogation is included on all policies when required by written contract or agreement.

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PAYMENT BOND

Date of Execution of this Bond	November 26, 2019
Name and Address of Principal (Contractor)	PC Construction Company 193 Tilley Drive South Burlington, VT 05403
Name and Address of Surety	Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183 and Federal Insurance Company, 150 Allen Road, Suite 203, Basking Ridge, NJ 07920
Name and Address of Contracting Body	Buncombe County Government 40 McCormick Place Asheville, NC 28801
Amount of Bond	$715,000.00 (Seven Hundred Fifteen Thousand and 00/100 Dollars)
Contract	That certain contract by and between the Principal and the Contracting Body above named, dated November 26, 2019 for the project entitled Renovation/Repair of Hall Fletcher Elementary School

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 and shown above and hereto attached;

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

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals of 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.

WITNESS: _____ (Proprietorship or Partnership) ATTEST: (Corporation) By:_____(SEAL) Title:_____ (Corporation Secretary or Assistant Secretary Only) WITNESS: _____ COUNTERSIGNED: N/A N.C. Licensed Resident Agent	**PC Construction Company** Principal (Name of Individual, individual and trade name, partnership, corporation, or joint venture) By: _____(SEAL) Title: _____ (Owner, partner, office held in corporation, joint venture) **(Corporate Seal of Principal)** **Travelers Casualty and Surety Company of America and Federal Insurance Company** Surety (Name of Surety Company) By: Michael T. Walsh Title: Michael T. Walsh, Attorney in Fact **(Corporate Seal of Surety)** 620 Hinesburg Rd, So Burlington, VT 05403 (Address of Attorney in Fact)

Bond Nos. 107095378/82330288

PERFORMANCE BOND

Date of Execution of this Bond	November 26, 2019
Name and Address of Principal (Contractor)	PC Construction Company 193 Tilley Drive South Burlington, VT 05403
Name and Address of Surety	Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 and Federal Insurance Company, 150 Allen Road, Suite 203, Basking Ridge, NJ 07920
Name and Address of Contracting Body	Buncombe County Government 40 McCormick Place Asheville, NC 28801
Amount of Bond	$715,000.00 (Seven Hundred Fifteen Thousand and 00/100 Dollars)
Contract	That certain contract by and between the Principal and the Contracting Body above named dated November 26, 2019 for the project entitled Renovation/Repair of Hall Fletcher Elementary School

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 the 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.

PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

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

WITNESS: _____ (Proprietorship or Partnership) ATTEST: (Corporation) By:_____(SEAL) Title:_____ (Corporation Secretary or Assistant Secretary Only) WITNESS: _____ COUNTERSIGNED: N/A N.C. Licensed Resident Agent	**PC Construction Company** Principal (Name of Individual, individual and trade name, partnership, corporation, or joint venture) By: _____(SEAL) Title: _____ (Owner, partner, office held in corporation, joint venture) **(Corporate Seal of Principal)** **Travelers Casualty and Surety Company of America and Federal Insurance Company** Surety (Name of Surety Company) By: Michael T. Walsh Title: Michael T. Walsh, Attorney in Fact **(Corporate Seal of Surety)** 620 Hinesburg Rd, So Burlington, VT 05403 (Address of Attorney in Fact)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MICHAEL T WALSH** of **SOUTH BURLINGTON**, **Vermont**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **November**, **2019**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Lorraine J. Cofran, Susan M. Dubie, Christopher Gautreau and Michael T. Walsh of South Burlington, Vermont ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 23rd day of February, 2017.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 23rd day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 26th day of November, 2019

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com