

PROJECT MANUAL FOR

Morehead Middle School Window Replacement

Carteret County Schools

Carteret County, North Carolina



Hite associates

ARCHITECTURE / PLANNING / TECHNOLOGY

2600 Meridian Drive / Greenville, NC 27834 / tel 252.757.0333 / www.hiteassoc.com

April, 2023

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NOTICE TO BIDDERS

Sealed proposals from selected bidders will be received by Carteret County Schools, at the offices of Facilities Services, 601 Mulberry Street, Beaufort, NC 28516, on **Tuesday, May 16, 2023, at 3:00PM.** Single Prime Bids for all construction will be accepted up to 3:00 p.m. for the furnishing of labor, material and equipment entering into the construction of the Morehead Middle School Window and Glass Replacement. Bids shall be marked "SEALED BID", addressed to the attention of Mr. Richard Paylor, Assistant Superintendent, Carteret County Schools, and shall include the Name, Address, and License Number of the Bidder, and the type proposal enclosed.

Bids will be received as follows:

1. Single Prime Contract (All Work)

Complete plans, specifications and contract documents are available on the Hite Associates website, www.hiteassoc.com ; and will be open for inspection in the office of the Architect, Hite Associates, 2600 Meridian Drive, Greenville, North Carolina, 27834, and; may be obtained by purchased by calling Speedyblue Reprographics at (252) 758-1616, print@speedyblue.com.

There will be a Pre-Bid Conference Wednesday, May 3, 2023, at 3:00PM at project location, 400 Barbour Road, Morehead City, NC 28557.

All Contractors are hereby notified that they must have proper license under the State laws governing their respective trades.

Contractors are notified that Chapter 87, Article I, General Statutes of North Carolina, will be observed in receiving bids and awarding the Contracts. Contractors submitting bids on this project must have proper license classification.

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof, a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the obligee 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 days after the award or to give satisfactory surety as required by law. In determining the value of the bid bond, additive or deductive alternates shall be considered as they are accepted by the Owner.

A Performance Bond and a Labor and Materials Payment Bond will be required for one hundred percent (100%) of the contract price.

NOTICE TO BIDDERS

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

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 30 days after the bid date.

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

SIGNED: Mr. Richard Paylor, Superintendent
Carteret County Schools
Beaufort, North Carolina

DESIGNER: HITE ASSOCIATES, P.C.
2600 Meridian Drive
Greenville, North Carolina 27834

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AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Morehead Middle Window Replacement
Morehead Middle School
400 Barbour Road
Morehead City, NC 28557

THE OWNER:

(Name, legal status, address, and other information)

Carteret County Schools
107 Safrit Drive
Beaufort, NC 28516
Telephone Number: 252-728-4583

THE ARCHITECT:

(Name, legal status, address, and other information)

Hite Associates, P.C.
2600 Meridian Drive
Greenville, NC 27834
Telephone Number: 252-757-0333

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount

of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

Additions and Deletions Report for

AIA® Document A701® – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:07:36 ET on 04/11/2023.

PAGE 1

Morehead Middle Window Replacement
Morehead Middle School
400 Barbour Road
Morehead City, NC 28557

...

Carteret County Schools
107 Safrit Drive
Beaufort, NC 28516
Telephone Number: 252-728-4583

...

Hite Associates, P.C.
2600 Meridian Drive
Greenville, NC 27834
Telephone Number: 252-757-0333

PAGE 3

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect ~~at least seven days~~ prior to the date for receipt of Bids.

PAGE 4

§ 3.4.3 Addenda will be issued ~~no later than four days~~ prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:07:36 ET on 04/11/2023 under Order No. 4104237868 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

ARTICLE 3

ADD subparagraph 3.5: All Bidders, subcontractors, and material suppliers are to use the Hite Associates website only, for accurate and complete Bid Documents. Neither the Owner or the Designers will be responsible for information accessed from any other source.

ARTICLE 4

ADD: Bidders must identify the type of proposal clearly on the Bid Envelope, and include State License number thereon.

ARTICLE 7

ADD: Furnish Performance Bond and Payment Bonds in the amount of the Contract Price, covering faithful performance of contract and payment of all obligations arising thereunder on AIA Document A312.

FORM OF PROPOSAL

Morehead Middle School Window and Door Replacement Project

From: _____ Contract: GENERAL

Address: _____

To: Carteret County Board of Education Date: _____

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

The bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done, that 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; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with the Carteret County Board of Education in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the: Morehead Middle School Window and Door Replacement Project in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Owner and / or Architect, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

GENERAL CONSTRUCTION CONTRACT (ALL WORK)

Base Bid: All work shown and specified, EXCEPT all existing aluminum swing type entrance doors shall be reused and refit in new frames, with new continuous hinges, thresholds, closers, and existing Von Duprin 33 series exit devices are to be refit with 33L lever handle pulls, all with matching dark bronze finish (remove existing pivot hinges). This does NOT include replacement of existing sliding glass doors with new swing doors, to be provided under this Base Bid.

_____ Dollars(\$)

Plumbing Subcontractor: _____ N/A
Mechanical Subcontractor: _____ N/A
Electrical Subcontractor: _____ N/A

ALTERNATES:

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be added to the base bid.

ALTERNATE NO. 1 Shall be the amount added to the Base Bid to replace the existing aluminum entrance doors excepted from the Base Bid, with new hardware as specified.

(Add) _____ Dollars (\$)

ALTERNATE NO. 2: Shall be the amount added to the Base Bid to provide door hardware manufacturers as specified in Section 08700, and aluminum / FRP entrance door manufacturer as specified in Section 8210, in lieu of other, equivalent manufacturers:

(Add) _____ Dollars (\$)

UNIT PRICES:

NONE

TIME

The Bidder further proposes and agrees hereby to commence work on a date specified in the Architect's Notice to Proceed, and to complete all work according to the schedule of dates set under Article 8 "Time" of the Supplementary Conditions, WHICH ARE DATES CERTAIN, with no allowance for delays except as may be caused by the Owner. Applicable liquidated damages shall be as stated in the Supplementary General Conditions.

HUB PARTICIPATION REQUIREMENTS:

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of HUB Participation Form) the HUB businesses that it will use on the project with the total dollar value of the bids that will be performed by the HUB businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit HUB participation in the bid effort.

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

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

An Affidavit (**C**) that includes a description of the portion of work to be executed by HUB businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal

established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

OR

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of HUB businesses for participation in the contract.

Note:

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

Proposal Signature Page

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

Respectfully submitted this day of _____

(Name of firm or corporation making bid)

WITNESS:

By: _____
Signature

(Proprietorship or Partnership)

Name: _____
Print or type

Title _____
(Owner / Partner / President / Vice President)

Address _____

ATTEST:

By: _____

License No. _____

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

Federal I.D. No. _____

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____ Addendum No. 4 _____

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

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

SECTION A: INTENT

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

SECTION B: DEFINITIONS

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

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

SECTION C: RESPONSIBILITIES

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

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

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

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

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

2. The Owner
The Owner will be responsible for the following:

- a. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal prior to award of contracts. The Owner reserves the right to reject any or all bids and to waive informalities.
 - b. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
 - c. Providing statistical data and required reports to the HUB Office.
 - d. Resolving any protest and disputes arising after implementation of the plan.
3. Constituent Institutions of The State of North Carolina
Before awarding a contract, a constituent institution shall do the following:
- a. Implement the constituent institution HUB plan.
 - b. Attend the scheduled prebid conference.
 - c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 1. A description of the work for which the bid is being solicited.
 2. The date, time, and location where bids are to be submitted.
 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
 4. Where bid documents may be reviewed.
 5. Any special requirements that may exist.
 - d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
 - e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
 - f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
 - g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award.
 - h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
 - i. Document evidence of implementation of Owner's responsibilities.
4. Designer
Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:
- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
 - b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
 - c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
 - d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

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

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

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

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

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

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by the constituent institution and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” – (Appendix E), for designer’s review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the Owner, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities

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

SECTION D: DISPUTE PROCEDURES

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

SECTION E: These guidelines shall apply upon promulgation on University construction projects.

Copies of these guidelines may be obtained from:

<http://www.NorthCarolina.edu/finance/projects/projects.cfm#attachments>

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing MBE participation in State building projects. An explanation of the process follows, titled “MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)” along with relevant forms for its implementation (“Identification of Minority Business Participation” form, Affidavits A, B, C, D and Appendix E).

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from: <http://www.NorthCarolina.edu/finance/projects/projects.cfm#attachments>

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

OR

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

OR

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

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

MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

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

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

- - 8 - -

AFFIDAVIT A – Listing of the Good Faith Effort

County of _____

Affidavit of _____

(Bidder)

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

(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- ☐ 1 - 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 - 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 - Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 - 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 - Attended prebid meetings scheduled by the public owner.
- ☐ 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7 - 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 - 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 - 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 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

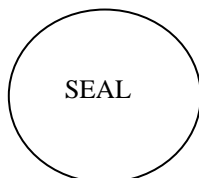
In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms Listed, in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

AFFIDAVIT B – Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

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

(Name of Project)

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

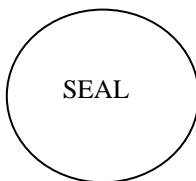
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

Project _____

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

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

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

(Project Name)

Amount of Bid \$ _____

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

Attach additional sheets if required.

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

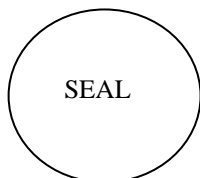
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

AFFIDAVIT D – Good Faith Efforts

Project _____

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

(Bidder

Affidavit of: _____)

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

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions.

Examples of documentation shall include the following evidence:

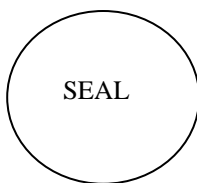
- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount (List invoice number and amount)	Owner Use Only

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

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT****

Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a
STIPULATED SUM*

AGREEMENT made as of the « » day of « » in the year «2022 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Carteret County Board of Education»
«107 Safrit Drive »
«Beaufort, NC 27516 »
« »

and the Contractor:
(Name, legal status, address and other information)

«xyz »«CONTRACTOR »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«Morehead Middle School Window & Door Replacement»
«400 Barbour Road
Morehead, NC 28557»

The Architect:
(Name, legal status, address and other information)

«Hite Associates, PC »
«2600 Meridian Drive »
«Greenville, NC 27834 »
« »

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

“Each Prime Contractor shall execute the entire Work described in the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In general, the Work includes but is not limited to the furnishing of all labor, materials, equipment, tools, services and supervision to perform the Work for the project”.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

Seven days from receipt of Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

In accordance with the schedule of COMPLETION DATES set forth in the Supplementary Conditions, under “Time” Article, all of which are DATES CERTAIN, with no delays allowed except as caused by the Owner.

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

«
 Substantial Completion liquidated damages- \$500 per day.

Final Completion liquidated damages - \$500 per day.

See Section 9.11 of the General Conditions and the Liquidated Damages Articles of the Supplemental Conditions for additional provisions regarding liquidated damages.

»

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any: See Form of Proposal

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any: See Form of Proposal

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

« One calendar month ending on the twenty-fifth day of the month. »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage as outlined in Section 9.3.1.3 of the General and Supplemental Conditions . Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as amended;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage as outlined in Section 9.3.1.3 of the General and Supplemental Conditions;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as amended.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as amended.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

«

See Section 9.3 of the General Conditions and the Supplemental Conditions.

»

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as amended, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as amended, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«

The Architect shall be the Initial Decision Maker as outlined in Article 15 of the General Conditions and the Supplemental Conditions.

»

« »

« »

« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as amended, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[☒] Litigation in a court of competent jurisdiction

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as amended.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as amended.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007, as amended or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall not bear interest.
(Insert rate of interest agreed upon, if any.)

« Zero » % « 0% »

§ 8.3 The Owner's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 The Contractor's representative:
(Name, address and other information)

« »
« »
« »
« »
« »
« »

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as amended. The amended version of AIA Document A201-2007 is included in the Project Manual.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 01010	General Conditions	June 7, 2016	pp. 1-54
Section 01012	Supplementary General	June 7, 2016	pp. 1-4

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

«See Exhibit A »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

«See Exhibit B »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«FORM OF PROPOSAL »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as amended.

This Agreement entered into as of the day and year first written above.

Carteret County Board of Education
107 Safrit Drive,
Beaufort, NC 27516

OWNER *(Signature)*

CONTRACTOR *(Signature)*

« »«Board Chairperson »
(Printed name and title)

« »«President »
(Printed name and title)

APPROVED AS TO FORM:

BY: _____

Carteret County BOE Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____

Carteret County Schools Finance Officer

for the following PROJECT:

(Name and location or address)

Morehead Middle School Window Replacement
Morehead City, North Carolina

THE OWNER:

(Name and address)

Carteret County Board of Education
107 Safrit Drive
Beaufort, NC 27516

THE ARCHITECT:

(Name and address)

Hite Associates, PC
2600 Meridian Drive
Greenville, NC 27834

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor except to the extent that these Contract Documents, or portions of these Contract Documents, have been incorporated into the Agreement(s) between the Owner and the Architect. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.5.1 Dimensions indicated on the Drawings shall be followed. Do not scale drawings. Conflicts, discrepancies, and omissions shall be resolved prior to ordering or installing materials and equipment.

§ 1.1.5.2 The Contractor shall provide critical clearances, tolerances, and dimensions as indicated on the Drawings. These critical dimensions are not optional. The Architect shall be advised immediately if existing conditions do not permit critical dimensions as shown. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings.

§ 1.1.5.3 Any modifications to the Drawings shall be approved by the Architect. The Architect's decision in matters relating to artistic effect and structural integrity will be final if consistent with the intent of the Contract Documents.

§ 1.1.5.4 The Drawings are developed to communicate design intent. Assemblies or components required to achieve this design intent are subject to approval by the Architect.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and with terms reasonably inferable from them, though not expressly included in them, as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION AND EXECUTION OF THE CONTRACT DOCUMENTS

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. These Contract Documents periodically refer to 2007 Editions of AIA Documents A201 and/or B101. In the interest of brevity, the Contract Documents may not always specify that each such reference is to AIA Documents A201 and/or B101 only as modified and amended by the Owner. Nonetheless, each reference to AIA Documents A201 and/or B101 is only to those documents as modified and amended by the Owner.

§ 1.4.2 The Contract Documents shall be signed by the Owner and Contractor in the places designated for their signatures. If either the Owner or Contractor or both do not sign all Contract Documents, the Architect shall identify such unsigned Documents and notify the Owner and Contractor.

§ 1.4.3 In the Contract Documents, where discrepancies are apparent, detailed information is lacking, or interpretation is not clear, the Contractor shall secure required information from the Architect in writing before proceeding with the work. Items that are detailed and/or specified, but not distinctly located on the drawings shall be located by the Architect upon the written request of the Contractor.

§ 1.5

OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and joint owners with the Owner of their respective Instruments of Service, including the Drawings and Specifications, and will retain, with the Owner, all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or

claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall do so as provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in its written policies or otherwise in writing a representative who may have express authority to bind the Owner with respect to identified matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or, where specifically authorized in writing, the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence within fifteen (15) days after its receipt of a request demonstrating the existence of one or more of the contractual bases for the request.

§ 2.2.2 Payment for permits and fees is the responsibility of the Contractor under the Contract Documents, including the payment of fees specified under Section 3.7.1. The Owner shall only pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities about which the Contractor notified the Owner in writing in advance of the execution of this Agreement..

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and any known utility locations for the site of the Project, and a legal description of the site. The information shown on the Drawings is based upon field surveys, plans from previous construction projects, and other information provided by the Owner. It is the Contractor's responsibility to verify locations of items that may impact the construction of the work. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish other relevant information or services under the Owner's exclusive control, not also under the Architect's and/or Contractor's control, after the Contractor demonstrates to the Owner's satisfaction in writing that such other information or service under the Owner's exclusive control is necessary to the Contractor's performance of the Work and provides the Owner with a written request for such information or service. .

§ 2.2.4.1 The Owner shall not be responsible or have control over or charge of the construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection

with the work, and the Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the contract documents.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Additional sets will be furnished at the cost of reproduction, postage and handling.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after service of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor or surety shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Specifications, Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's

review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 The Contractor shall verify all grades, lines, levels and dimensions indicated or shown on the plans and specifications prior to beginning the Work and shall immediately report in writing any errors or inconsistencies to the Architect before commencing the Work.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations and makes the reports required in Sections 3.2.2 and 3.2.3, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below in this section, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Architect shall be solely responsible for any loss or damage arising solely from those Architect-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be solely responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The general contractor shall be the project expeditor for the project. In addition to the duties and responsibilities stated in this Agreement, the general contractor/project expeditor shall perform the duties and obligations imposed on the general contractor and project expeditor by State law.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 The Contractor shall use only new materials for the work of this Project. Reuse of existing materials or the use of other salvaged materials is acceptable only where specifically noted in the Construction Documents.

§ 3.4.1.2 The Contractor shall provide all special trims, moldings, and special shaped materials which are required for the satisfactory completion of the work. The Contractor shall provide all necessary fasteners, bracing, and supports required for the stable and secure installation of the Work.

§ 3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation and approval by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 After the contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract Documents.

§ 3.4.5 By making request for substitutions based on subparagraphs 3.4.3 above, the Contractor: (1) represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; (2) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified; (3) certifies that the cost data presented is complete and includes all related costs under this contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and (4) will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

§ 3.4.6 The Contractor shall provide the Owner at least two copies of all manufacturer's literature and operating manuals for all equipment and materials installed on the Project. The Contractor shall also demonstrate operation and maintenance of all mechanical and electrical equipment or apparatus installed as part of the contract.

§ 3.4.7. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Agreement. Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved or authorized by the Owner, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by the Owner's abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 The Contractor shall provide documentation of all sales tax paid in a format acceptable to the Owner with each pay application.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections performed or required by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.2.1 While the Contractor is not responsible for ensuring that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules, regulations, and lawful orders of public authorities, if the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, codes, rules, regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Architect and Owner in writing, and the Architect shall make necessary changes through an appropriate modification.

§ 3.7.3 If the Contractor performs Work that it knew or should have known to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If the Contractor disputes the Architect's determination or recommendation, the Contractor may proceed as provided in Article 15, giving the required notice of his/her dispute and stating a claim in writing to the Owner and the Architect within 21 days after the Architect has given notice of its decision. . The Contractor's failure to submit said claim in strict conformance with Article 15 shall be deemed a waiver of the claim and the Contractor shall not be entitled to any compensation associated with the claim.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Architect shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Architect but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum

and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. The Contractor's failure to submit said claim in strict conformance with Article 15 shall be deemed a waiver of the claim and the Contractor shall not be entitled to any compensation associated with the claim.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 In any situations in which the Contractor has provided a unit price for an allowance quantity for soil, rock or any other item identified in the bid documents, the unit price shall include all of the costs identified in Section 3.8.2.1. and the costs for unloading and handling at the site, installation, overhead, profit and other expenses associated with the item. If the quantity of the items included in the allowance is not used or exceeded during the Project, the Contract Sum shall be decreased or increased based upon the unit price amount by Change Order.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent, site foreman and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract but not more than 14 days after the award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of the proposed project manager and superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed project manager or superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Notwithstanding the above, the Owner and Architect reserve the right to notify the Contractor of their reasonable objection to the project manager and/or superintendent after the 14-day period based upon their performance or failure to perform their duties and responsibilities.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection and shall promptly replace a project manager and/or superintendent subsequently objected to by the Owner and Architect pursuant to Section 3.9.2.. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and use and for the Owner's and Architect's approval as to the completion date a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for coordinated, expeditious and practicable execution of the Work and Project in cooperation with the other prime contractors on the Project. In the event the Project has been awarded as a multi-prime project, each of the prime contractors shall provide initial and updated schedule information to the Project Expediter as often and in any format reasonably requested by the Project Expediter.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The general contractor shall be the project expeditor for the Project. In addition to the duties and obligations stated in this Agreement, the general contractor/project expeditor shall perform all duties and obligations imposed on the general contractor and project expeditor by state law. It shall be the responsibility of the general contractor to integrate the construction schedules of the prime contractors into a project progress schedule that will show graphically, by a detailed bar chart, CPM, or other acceptable and approved methods, the projected progress of the Project from start to finish. The general contractor shall be responsible for providing adequate notice to all prime contractors to insure efficient continuity of all phases of the Project Work. All prime contractors shall review and conform their work to the approved progress schedule and fully inform the Project Expediter as to his work progress, including immediate notification of any work progress changes. The general contractor shall promptly notify Architect in writing of any Contractor's failure to progress the work in accordance with the schedule.

§ 3.10.5 All prime contractors shall be required to cooperate and consult with each other during the construction of this Project. Each prime contractor shall schedule and execute his work so as to cause no delay to other Contractors. Each prime contractor shall be financially responsible to the other prime contractors for delay caused by him to the other prime contractors on the Project.

§ 3.10.6 Each prime contractor is required to attend monthly job site progress conference called or scheduled by the Architect. Each prime contractor shall be represented at these job progress conferences by both home office and site personnel. These meetings shall be open to the subcontractors, materials suppliers, any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation, and assistance in every practical way toward the end of maintaining progress the project on schedule and to complete the Project within the specified contract time. Each prime contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The Architect or his representative shall be the coordinator of and preside over the conferences.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be

delivered to the Architect for inclusion in the submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the

Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents, but shall provide written notification to the Owner and Architect regarding any concerns or objections the Contractor may have regarding the design criteria.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, permits, the Contract Documents, and as allowed by the Owner and Architect and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 All patching shall be performed by mechanics of the trades dictated by the materials used in the patching operations.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The general construction contractor shall leave the completed work in conditions for occupancy by the Owner such that no cleaning, waxing, polishing, or other janitorial operations are required.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 The Contractor shall indemnify and hold harmless the Owner, Architect, and their agents and consultants, for damages, losses, or claims, including attorneys' fees and costs incurred in the defense of such claims, that arise solely from the negligent acts, errors and/or omissions, or failures to perform, by the Contractor, its employees, agents, or consultants. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2. The parties also specifically acknowledge that the Owner is a public body and it is the intent of the parties that the Owner not incur any expenses when the Contractor is solely responsible for the claims.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 CONTRACTOR'S REPRESENTATIONS

§ 3.19.1 By entering into this contract with the Owner, the Contractor represents and warrants the following, together with all other representations and warranties in the Contract Documents:

- .1 that he is experienced in and competent to perform the type of work required and to furnish the materials, supplies or equipment to be so performed or furnished by him;
- .2 that he is financially solvent, able to pay his debts as they mature, and possessed of sufficient working capital to initiate and complete the work required under the contract;
- .3 that he is familiar with all federal, state, county, and local laws, ordinances, permits, regulations, and resolutions which may in any way affect the work or those employed therein, including but not limited to any special laws or regulations relating to the work or any part thereof;
- .4 that such temporary and permanent work required by the Contract Documents which is to be done by him will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property;
- .5 that he has carefully examined the Contract Documents and the site of the work and that from his own investigations, he has satisfied himself and made himself familiar with: (1) the nature and location of the work; (2) the character, quality, and quantity of surface and subsurface materials likely to be encountered, including but not limited to, all structures and obstructions on or at the project site, both natural and man-made; (3) the character of equipment and other facilities needed for the performance of the work; (4) the general and local conditions including without limitation its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools, equipment, labor, and professional services necessary to complete the work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the work;
- .6 that he will fully comply with all requirements of the Contract Documents;
- .7 that he will perform the work consistent with good workmanship, sound business practice, and in the most expeditious manner consistent with the best interests of the Owner;
- .8 that he will furnish efficient business administration and experienced superintendence and an adequate supply of workmen/women, equipment, tools, and materials at all times;
- .9 that he has carefully reviewed the work required and that the work can be planned and executed in a normal and orderly sequence of work and reasonably scheduled so as to ensure

completion of the project in accordance with the Contract Documents, allowing for normal and reasonably foreseeable weather, labor and other delays, interruptions and disruptions of the work;

.10 that he will complete the work within the contract time and all portions thereof within any required contract deadlines;

.11 that his contract price is based upon the labor, materials, systems and equipment required by the contract documents, without exception;

.12 that he will make a good faith effort to utilize minority business enterprises (MBEs) per N.C. Gen. Stat. § 143-128, et seq., and the Owner's policy, as subcontractors for the work; and

.13 that he and all others acting on his behalf and/or pursuant to a contract with the him have obtained and shall retain throughout the duration of this Agreement all required licenses and certifications required in order to perform the work identified in the Contract Documents, that he will not permit any such licenses or certifications to lapse at any time during the course of his work on this Project, and that he and all others acting on his behalf and/or pursuant to a contract with him are fully licensed and certified to perform all work required by the Contract Documents and this Agreement.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Architect shall be lawfully licensed to practice architecture or shall be an entity lawfully practicing architecture in the jurisdiction where the Project is located. That lawfully-licensed person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect and notice, in advance, to the Contractor. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall in its sole discretion employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will also be the Owner's representative from time to time during the period for correction of Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with the other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect and Owner will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible to the Contractor for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Architect.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with an appropriate submittal schedule approved by the Architect such that the Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review, or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or activities of the Owner, Contractor, or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions, including as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion when in the Architect's professional opinion the Work or portion of Work is substantially complete and the date of final completion when in the Architect's professional opinion the Work or portion of the Work is finally complete; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10 and upon compliance with all other requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon in writing or otherwise with reasonable promptness as to cause no delay in the Work or activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by the Owner, Contractor and any prime contractors will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon in writing or otherwise with reasonable promptness as to cause no delay in the Work or activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect shall reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection by the Architect.

§ 5.2.1.1 Notwithstanding Section 5.2.1, the Contractor shall identify in the list of names of the subcontractors proposed, those subcontractors that are minority business enterprises and the date each is planned to begin work on the Project. This list of subcontractors and materials suppliers shall be submitted to the Architect not later than 10 calendar days after the date the Contractor executes the Contract. The Contractor shall not use a different Contractor to perform the work of any subcontractor identified pursuant to this section without providing written notice to the Owner and Architect regarding the reason for the change and only after complying with any requirements in G.S. 143-128.2 to 128.4.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 If during the duration of the Project the Contractor effects a substitution for any subcontractor per subparagraph 5.2, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize minority business enterprises. The Contractor shall provide written notification of all new subcontractors.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and future obligations under the subcontract, but the Owner does not assume liability for obligations incurred by the Contractor prior to assignment of the subcontract.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall not be legally responsible for any of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these. Failure by the Contractor to make a claim in any way associated with the Owner's right to perform construction and to award separate contracts in accordance with Article 15 shall forever waive the Contractor's right to pursue the claim against the Owner.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The general contractor/Project Expediter shall provide or designate who shall provide for coordination of the activities of the general contractor's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the general contractor/Project Expediter in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Project Expediter, Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Project Expediter and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 Damages and costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor. The Contractor shall reimburse the Owner for any costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Contractor shall also reimburse the Owner for any other damages incurred by the Owner as a result of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 In accordance with N.C. Gen. Stat. § 143-128, the Contractor shall be directly liable to the Owner and to the other separate prime contractors for the full performance of all duties and obligations due respectively under the terms of the separate contracts and in accordance with the plans and specifications of the Project.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible. This provision shall not impose any obligation on the Owner to clean up the site if the Owner is not performing separate construction activities related to the Project.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone with the prior written approval of the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The execution of a Change Order by the parties shall represent a final resolution to all issues addressed by the Change Order and shall constitute a waiver of any claim the Contractor may have to additional compensation or any adjustment to the Contract Time. The Owner, however, reserves the right to audit and confirm that the quantity of work performed was equal to the quantity contained in any Change Order in which payment is based upon unit prices or time and materials. The Owner shall be entitled to receive a credit for any overage contained in the Change Order. In order to receive the credit, the Owner must initiate the audit within thirty (30) days of substantial completion of the Project. The Contractors shall provide the Owner with reasonable access to any documents required to conduct the audit.

§ 7.2.3 The methods used in determining adjustments to the Contract Sum shall be the same as noted in Section 7.3.3 below.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with paragraph 7.3.11 and subparagraphs 7.3.11.1 through 7.3.11.6 below. . In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment in amounts not in dispute for Work completed under the Construction Change Directive in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect shall prepare a Change

Order accurately recording the agreement. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In subparagraphs 7.3.6 and 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner, including bonds, insurance, bookkeeping, clerical, estimating, superintendence, project management, and all other indirect or overhead costs shall not exceed the following:

- .1 for the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost;
- .2 for the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor;
- .3 for each subcontractor or sub-subcontractor involved, for work performed by that subcontractor's or sub-subcontractor's own forces, 10 percent of the cost;
- .4 for each subcontractor, for work performed by the subcontractor's sub-subcontractor, 10 percent of the amount due the sub-subcontractor;
- .5 cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.7;
- .6 in order to facilitate checking of quotations for extras for credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs including labor, materials, and subcontracts utilizing a format approved by the Architect. Labor and materials shall be itemized in the manner described above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$100 be approved without such itemization.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents with the prior written approval of the Owner. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents and Contractor's construction schedule, as integrated by the general contractor and as approved by the Architect as to completion date, are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 The time during which the Contractor is delayed in the performance of the work by the acts or omissions of the Owner, Architect or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, issuance of building permits by authorities having jurisdiction over the Project, or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e. the contract time) stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered or allowed unless made in compliance with the requirements of the Contract Documents, including Article 15 of this Agreement.

§ 8.3.1.1 Should a time extension be granted for substantial completion, an equal extension shall be applied to the date for final completion, unless specifically stated otherwise.

§ 8.3.1.2 Neither the Owner nor the Architect shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives, any claims against the Owner and the Architect on account of any indirect or direct damages, costs, or expenses of any nature (including extended overhead or additional personnel costs) which the Contractor, its subcontractors, or sub-subcontractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, which are identified in Section 8.3.1 above or which are reasonable, foreseeable, contemplated, or avoidable by Contractor, arising from or out of any act or omission of any governmental representative (excluding the Owner) or any of the other multiple prime contractors, it being understood and agreed that the Owner's only obligation in any such events shall be an extension of the contract time, but only as determined in accordance with the provisions of the Contract Documents, including Article 15, unless said delay, interference or change in sequence is solely caused by the Owner and/or Architect. Under no circumstances shall the Contractor be entitled to additional compensation from the Owner or Architect for any claim for delays, interferences, changes in sequence or the like, unless said delay, interference or change in sequence is solely caused by the Owner and/or Architect, except under no circumstances shall the Contractor be entitled to additional compensation for lost profits, home office overhead or lost business opportunity.

§8.3.2. Subject to other provisions of the contract, the Contractor may be entitled to an extension of the contract time (but no increase in the contract sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, his subcontractors, or suppliers as follows:

.1 labor disputes and strikes (including strikes affecting transportation) that do, in fact, directly and critically affect the progress of the Work; however, and extension of contract time on account of an individual labor strike shall not exceed the number of days of said strike;

.2 acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damages completed work or stored materials;

.3 abnormal inclement weather; however, the contract time will not be extended due to normal inclement weather. The time for performance of this contract, as stated in the contract documents, includes an allowance for calendar days which may not be available for construction out-of-doors (prior to building dry-in), unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the contract time for work to be performed out of doors (prior to building dry-in) using a ten year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale of the Project and that such alleged greater than normal inclement weather actually delayed the work or portions thereof which had an effect upon the contract time, the Contractor shall only be entitled to an extension of time if the total accumulated number of calendar days lost due to inclement weather, from the start of work until building dry-in exceeds the total accumulated number to be expected for the same period based on the ten-year average. Time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost.

.4 Acts of the public enemy, acts of the State, federal, or local government in its sovereign capacity, and acts of another Contractor in the performance of a contract with the Owner relating to the Project.

§ 8.3.3 The burden of proof to substantiate a claim for an extension of the contract time shall rest with the Contractor, including evidence that the cause was beyond his control. The Architect shall base its findings of fact and decision on such justification and supporting evidence and shall advise the Contractor in writing thereof. If the Architect finds that the Contractor was delayed on activities that were on the schedule's critical path, the Architect's determination of the total number of days extension shall be based upon the currently approved progress schedule and on all data relevant to the extension. Such data will be incorporated into the schedule in the form of a revision thereto, accomplished in a timely manner. The Contractor acknowledges and agrees that delays in activities which, according to the schedule, do not affect the contract time of the schedule's critical path, do not have any effect upon the Project's contract time and therefore will not be the basis for an extension of time. The Contractor acknowledges and agrees that time extensions will be granted only to the extent that excusable delays adversely impact critical path activities on the Contractor's schedule. Notwithstanding the above, the Contractor further agrees that if the currently approved schedule is a recovery schedule intended to address delays caused by the Contractor or for which the Contractor was not entitled to an extension of time, the Architect shall be allowed to assess the impact of the delays caused by the Contractor in determining whether the Contractor shall be granted an extension to the contract times.

§ 8.3.4. Extensions in the contract time by Change Orders are subject to an extension-of-time audit by the Owner as follows: (1) The Contractor agrees that, even though the Owner, Contractor, and Architect have previously signed a Change Order containing an extension of time resulting from a change in or addition to the Work that extension in the contract time may be adjusted by an audit after the fact by the Owner. If such an audit is to be made, the Owner must undertake the audit and make a ruling within 30 days after the completion of the Work under the Change Order. (2) The Contractor agrees that any extension of the contract time to which he is entitled arising out of a Change Order undertaken on a force accounting (labor and materials) basis shall be determined by an extension-of-time audit by the Owner or Architect after the work of the Change Order is completed. Such rulings shall be made by the Owner or Architect within 30 days after a request for same is made, except said 30 days will not start until the work under the Change Order is completed.

§ 8.3.5. The Contractor shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extension of time is made in writing to the Architect as required by Article 15.2. Circumstances and activities leading to such claim shall be indicated or referenced in a daily field inspection report for the day(s) affected; otherwise, all such claims are waived by the Contractor. In every such written claim, the Contractor shall provide the following information: (1) nature of delay; (2) date (or anticipated date) of commencement of delay; (3) activities on the progress schedule affected by the delay and/or new activities created by the delay and their relationship with existing activities; (4) identification of person(s) or organization(s) or event(s) responsible for the delay; (5) anticipated extent of the delay; and (6) recommended action to avoid or minimize the delay.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

The Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values prepared as required under Section 9.2., for completed portions of the Work. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Owner will retain five percent of the amount of each progress payment on the Project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the Owner shall retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The Owner specifically reserves the right to withhold additional funds as authorized by this Agreement or N.C. Gen. Stat. § 143-134.1.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner in its sole discretion, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 The Contractor with each application for payment submitted shall include a list of those minority business enterprises subcontractors whose work is included in the application and the amount due each. By including the minority business enterprises on the list, the contractor certifies that the minority business enterprise performed the work or services or provided supplies under the contract and was not acting as a mere conduit.

§ 9.3.5 The Contractor shall submit with each application for payment documentation in a form acceptable to the Owner showing all sales tax paid by the Contractor for all work and materials covered by the application for payment.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within ten days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations and evaluation of the Work and the data comprising the

Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated in the Application for Payment; that the quality of the Work is in accordance with the Contract Documents; and that the Work has been performed in a good workmanlike fashion, subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections required by or performed under the Contract Documents, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect in the Certificate for Payment. The issuance of a Certificate for Payment will further constitute a representation by the Architect that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has reviewed construction means, methods, techniques, sequences or procedures or made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to provide sales tax documentation in accordance with subparagraph 9.3.5;
- .9 failure or refusal of the Contractor to submit the required information on minority business enterprises;
- .10 additional services provided by the Architect pursuant to paragraph 9.6.8; or
- .11 any other reason deemed necessary by the Architect to protect the Owner.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. No interest shall be added to any amounts withheld pursuant to Article 9.5.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option and in its sole discretion, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment. No interest shall be added to any amounts withheld pursuant to this provision.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.8 The Contractor shall reimburse the Owner or the Owner will retain from the compensation otherwise to be paid to the Contractor funds sufficient to cover the payment of the following additional services performed by the Architect: (1) services required pursuant to the Owner's dispute resolution policy; (2) expense of overtime work requiring higher than regular rates when such work is required due to the failure of the Contractor to perform in accordance with the Contract Documents; (3) review of the Contractor's submittal or shop drawing out of sequence of the submittal schedule agreed to by the Contractor and Architect; (4) responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior project correspondence or documentation; (5) evaluation of an extensive number of substitutions proposed by the Contractor and making subsequent revisions to instruments of service resulting therefrom; (6) design services related to the default of the Contractor; (7) contract administration services provided 60 days after the date of substantial completion of the work if required due to the Contractor's failure to complete its punchlist work in a timely fashion; (8) more than two inspections or reviews of the same area or areas for the purpose of determining substantial completion of the area or areas; (9) more than two inspection or reviews of the same area or areas for the purpose of determining final completion of the area or areas; and (10) multiple reviews of an incomplete or deficient submittal or shop drawing from the Contractor.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner absent just cause does not pay the Contractor within fourteen days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon fourteen additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project for its intended use.

§ 9.8.2 When the Contractor considers that the Project, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall in good faith prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete the Project in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Project or designated portion thereof is substantially complete. The Architect shall have no obligation to make an inspection to determine whether the Project is substantially complete until the Contractor prepares the Contractor's comprehensive list of items to be completed or corrected prior to final payment. If the Architect determines that the Contractor's list is excessive or through its observations it determines that the Project is not substantially complete, the Architect may require the Contractor to perform additional work prior to the Architect's inspection of the Project. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When in the Architect's professional opinion the Project or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Project and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Project or designated portion thereof unless otherwise provided by the Architect in the Certificate of Substantial Completion. The Architect shall be solely responsible for establishing the date of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Project or designated portion thereof. Such payment shall be adjusted for instances when the Project is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Project at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion of the Project is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Project and insurance, and have agreed in writing concerning the period for correction of the Project and commencement of warranties required by the Contract Documents. When the Contractor considers a portion of the Project substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Project shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Project to be used in order to determine and record the condition of the Project.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Project shall not constitute acceptance of portions of the Project not complying with the requirements of the Contract Documents.

§ 9.9.4 The Owner's partial use or occupancy of the Project shall not be construed as a declaration by the Owner or Architect that the building is substantially complete unless specifically stated in writing by the Owner or Architect. The Owner's partial occupancy or use of the Project shall not prevent the Owner from assessing liquidated damages for the entire Project through the actual date of substantial completion of the Project.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief and in his/her professional opinion, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (6) documentation regarding all of the sales tax paid by the Contractor in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Project, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. If the remaining balance for the Project or portion thereof not fully completed or corrected is less than retainage stipulated in the Contract Documents, the written consent of surety to payment of the balance due for that portion of the Project fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents;
- .4 failure of the work to be performed in a good workmanlike manner;
- .5 conditions not recognized by the Owner at the time of payment; or
- .6 those claims reserved by the Owner at or before the time of payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified in writing by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Application for final payment for each prime contract shall be accompanied by executed and notarized copies of AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, AIA Documents G706A, Contractor's Affidavit of Release of Liens, and AIA Document G707, Consent of Surety Company to Final Payment, and an affidavit that no materials containing asbestos were used on the Project. In addition, each prime contractor shall furnish separate releases or liens from each subcontractor and materials and equipment supplier involved in its portion of the Work.

§ 9.11 LIQUIDATED DAMAGES

§9.11.1 The damages incurred by the Owner due to the Contractor's failure to complete the work within the required contract time, including any extensions thereof, shall be in the amount set forth in the Contract Documents, for each consecutive day beyond the established contract time (Saturdays, Sundays and all holidays included) for which the Contractor shall fail to complete the work. Should the Contractor fail to substantially complete the Project on or before the date stipulated for substantial completion (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, or the Owner will retain as liquidated damages, the sum identified in the Contract Documents for substantial completion for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete the Project within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

§ 9.11.2 For each consecutive calendar day that the Work and/or Project remains incomplete after the date established for final completion, the Contractor shall pay or Owner will retain from the compensation otherwise paid to the Contractor the sum identified in the Contract Documents as final completion liquidated damages for each consecutive day that the Project remains incomplete. This amount is the minimum measure of damages the Owner will sustain due to the delay in the completion of all remedial work, the delay in the correction of deficient work, the disruption to the school and the learning environment, and the inability to use the facilities fully. This amount is in addition to the liquidated damages prescribed above for substantial completion.

§ 9.11.3 If it is determined that the Contractor was delayed at any time in the progress of the work by acts or omissions of the Owner, Architect or their employees or agents and no time extension was granted for the delay, then the Contractor shall not be assessed liquidated damages for any delay caused by the Owner, Architect or their employees or agents.

§ 9.11.4 The liquidated damages set forth in Articles 9.11.1 and 9.11.2 above shall be assessed cumulatively. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

§ 9.11.5 The liquidated damages set forth in Articles 9.11.1 and 9.11.2 above shall not include legal or additional design professional fees that result from termination for cause of the Contractor's contract. If

such legal or additional design professional fees are incurred by the Owner, the Contractor shall be liable to the Owner for those costs in addition to the liquidated damages amount set forth above and in the Contract Documents.

§ 9.11.6 The liquidated damages set forth in Articles 9.11.1 and 9.11.2 above shall not include legal or additional design professional costs that are incurred by the Owner in responding to concerns with the Contractor's performance that result in the Owner sending notice of consideration of the termination of the Contractor's contract to the Surety and Contractor. If such legal or additional design professional costs are incurred by the Owner, the Contractor shall be liable to the Owner for those costs in addition to the liquidated damages amount set forth above and in the Contract Documents.

§ 9.11.7 The Owner's entitlement to liquidated damages shall not be considered a "Claim" subject to any time limitation for asserting Claims, but rather accrues automatically upon the Contractor's failure to meet the substantial completion date and/or final completion date.

§ 9.11.8 The Owner's partial use or partial occupancy of the Project shall not be construed as a declaration by the Owner or Architect that the building is substantially or finally complete, unless specifically stated in writing by the Owner or Architect. The Owner's partial occupancy or use of the Project shall not prevent the Owner from assessing liquidated damages for the entire Project through the actual dates of substantial and final completion.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Project and other persons who may be affected thereby;
- .2 the Project and all Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the applicable State and local government officials and the Owner reasonable advance notice.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor,

or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage, create an unsafe condition, or create a risk of endangering its safety.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter.

§ 10.2.9 Contractor acknowledges that he will be performing the Work on a school site and that a construction site might be an "attractive nuisance" which might draw children to said site. Contractor agrees that it will take reasonable precautions necessary to prevent children from entering the construction site or an area where materials are stored.

§ 10.2.10 Contractor and its subcontractors shall not bring any weapons, firearms or alcoholic beverages on any of the Owner's property.

§ 10.2.11 The Contractor will comply with the Occupational Safety and Health Act of 1970 (OSHA) including all federal and State standards and regulations which have been or shall be promulgated thereunder or in accordance therewith. The Contractor shall be responsible for all citations, assessments, fines, penalties, and delays in the performance of any work on the Project incurred by reason of failure or failure on the part of its agents, employees, assignees or subcontractors to comply. The Contractor shall also comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such hazardous material or substance is found to be present, to cause it to be rendered harmless or to verify that it has already been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has a reasonable objection to a person or entity proposed by the Owner, the

Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area after the Owner has been informed in writing of the presence of the material or substance, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor or its subcontractor brings to the site.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and/or negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, unless the cost and expense are due to the Owner's fault or negligence.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and, shall be maintained without interruption from the date of

commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 premises operations (including X, C, and U coverages as applicable).
- .2 independent contractor's protective.
- .3 products and completed operations.
- .4 personal injury liability with employment exclusion deleted.
- .5 contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
- .6 owned, non-owned and hired motor vehicles.
- .7 broad form property damage including completed operations.

§ 11.1.2.2 If the general liability coverages are provided by a commercial general liability policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

§ 11.1.2.3 The insurance required by subparagraph 11.1.1 shall be written for not less than the following limits or greater if required by law:

1. Worker's Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's liability:
 - i. \$100,000 each accident
 - ii. \$1,000,000 disease policy limit
 - iii. \$100,000 disease, each employee
2. Comprehensive or Commercial General Liability
 - a. Limits of Insurance (CSL)
 - i. \$1,000,000 each occurrence
 - ii. \$1,000,000 aggregate
 - b. Products and Completed Operations to be Maintained for One Year After Final Payment
 - i. \$1,000,000 aggregate
 - c. Property Damage Liability Insurance Shall Provide X, C, and U Coverage
 - d. Broad Form Property Damage Coverage Shall Include Completed Operations
3. Contractual Liability (Hold Harmless Coverage):
 - a. Limits of Insurance (CSL):
 - i. \$1,000,000 each occurrence
 - ii. \$1,000,000 aggregate
4. Personal Injury, with Employment Exclusion Deleted: \$1,000,000 aggregate
5. Business Auto Liability (Including Owned, Non-Owned, and Hired Vehicles):
 - a. Limits of Insurance (CLS):
 - i. \$500,000
6. If the General Liability Coverages are Provided by a Commercial Liability Policy, The:
 - a. General aggregates shall be not less than \$1,000,000 and it shall apply, in total, to this Project only;
 - b. Fire damage limit shall be not less than \$50,000 on any one fire; and
 - c. Medical expense limit shall be not less than \$5,000 on any one person.
7. Umbrella Excess Liability:
 - a. \$1,000,000 over primary insurance;
 - b. \$10,000 retention.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the comprehensive liability policy, the certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a commercial general liability policy form, accord form 25S will be acceptable.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 Each prime contractor shall either require each of his subcontractors to procure and maintain during the life of his subcontract insurance of the types and amounts described in Paragraph 11.1.2.1 above or he shall insure the activities of his subcontractors in his own policy.

§ 11.1.6 The Contractor shall not commence work under this contract until he has obtained all the insurance and bonds required hereunder and such insurance and bonds have been accepted by the Owner. Nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance and bonds required of the subcontractor have been so obtained and accepted. Acceptance of the insurance by the Owner shall not constitute an approval of the insurance as meeting the requirements of the Contract Documents nor relieve or decrease the liability of the Contractor hereunder.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner may purchase and maintain the Owner's usual liability insurance, and the Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the contract.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be completed value. If the Owner is damaged by failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including

demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.3.6 Prior to commencement of the Work, the Contractor shall file with the Owner a certificate of insurance for the policy or policies providing the property insurance coverage required for this Project. The certificate of insurance shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Owner.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered and reimbursed by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds

shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss due to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds satisfactory to the Owner and from a company licensed by the State of North Carolina to issue such bonds covering the faithful performance of the contract and payment of obligations arising thereunder as required by law. The cost of the Contractor's bonds shall be included in the contract sum. The amount of the performance bond and the labor and material payment bonds shall each be equal to 100 percent of the contract sum. These bonds shall be maintained in full force and effect throughout the full term of the contract.

§ 11.4.1.1 The Contractor shall deliver the required bonds to the Owner when he delivers the executed contracts to the Architect, or if the work is to be commenced prior thereto, in response to a letter of intent, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§ 11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.4.2 Upon the request to the Contractor of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.5 INSURANCE COMPANY QUALIFICATIONS

§ 11.5.1 All insurance and bonds required by this contract shall be written by a company or companies having a rating of "A" or above by A.M. Best Company and which are licensed and authorized to do business in North Carolina.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may, with the consent of the Owner, request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the party responsible shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Sections 3.5 and 12.2.1, if, within one year after the date of Substantial Completion of the Project or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor or its surety shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's or its surety's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work pursuant to Section 12.2, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Any acceptance of nonconforming work must be in writing.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the State of North Carolina.

§ 13.1.2 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provisions are not inserted or are not correctly or fully

inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

§ 13.1.3 Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provisions, which are hereby deemed severable.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to the local board of county commissioners or a lender providing construction financing for the Project, if the party assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach there under, except as specifically stated in the Contract or as may be specifically agreed in writing.

§ 13.4.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections

are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals for which applicable laws or regulations expressly prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall not bear interest.

§ 13.8 CONDUCT ON SITE

§ 13.8.1 In accordance with N.C. Gen. Stat. § 14-269.2, the Contractor, its subcontractors and employees shall not possess or carry, whether openly or concealed, any gun, rifle, pistol, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles. The Contractor, its subcontractors and employees shall not cause, encourage or aid a minor, who is less than 18 years old to possess or carry, whether openly or concealed, any weapons on any property owned by the Owner.

§ 13.8.2 The Contractor, its subcontractors and employees, are prohibited from profane, lewd, obscene or offensive conduct or language, including engaging in sexual harassment.

§ 13.8.3 The Contractor and its subcontractors and their employees shall not manufacture, transmit, conspire to transmit, possess, use or be under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or anabolic steroids, or possess, use, transmit or conspire to transmit drug paraphernalia on any property owned by the Owner.

§ 13.8.4 The Contractor, its subcontractors and employees shall not solicit from or sell to students or staff within the Owner's facilities or campuses, and shall not give gifts of any value to school system employees.

§ 13.8.5 The Contractor, its subcontractors and employees are prohibited from using access to the site pursuant to this Contract as a means to date, court, or enter into a romantic or sexual relationship with any student enrolled in the Owner's school system. The Contractor agrees to indemnify the Owner for claims against the Owner resulting from relationships which have occurred or may occur between a student and an employee of the Contractor or subcontractor.

§ 13.8.6 The Contractor, its subcontractors and employees shall not interact with any students. However, nothing in this section shall be construed to prevent the Contractor, its subcontractors and employees from taking necessary measures to protect the safety of students, staff, or other employees.

§ 13.8.7 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to it. The Owner may require the Contractor to remove any employee the Owner deems incompetent, careless or otherwise objectionable.

§ 13.9 COMPLIANCE WITH APPLICABLE LAWS

§ 13.9.1 Lunsford Act/Criminal Background Checks. The Contractor shall conduct at its own expense sexual offender registry checks on each of its owners, employees, agents, or subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites.. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [http:// www. nsopw.gov/](http://www.nsopw.gov/). The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Contractor specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the school system exercises this right to conduct additional criminal records checks, Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Contractor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

§ 13.9.2. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services

pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment in the amount approved by the Architect on a Certificate for Payment within the time stated in the Contract Documents and after an additional 30 days notice to the Owner and Architect and an opportunity to cure; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work solely by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon fifteen (15) days' written notice to the Owner and Architect and a reasonable opportunity to cure, terminate the Contract and recover from the Owner payment for Work executed prior to the date of termination as allowed in the Contract, including reasonable overhead and profit to the date of termination as allowed in the Contract, and actual and verifiable costs incurred by reason of such termination as allowed in the Contract and proven by the Contractor through valid documentation of such expenses incurred..

§ 14.1.4 If the Work is stopped for a period of 120 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon fourteen (14) additional days' written notice to the Owner and the Architect and an opportunity to cure, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority.
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;

- .5 refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work or remedy a default within said period; or
6. refuses or fails to properly schedule, plan coordinate and execute the Work, as specified herein, so as to perform the Work within the specified milestone and completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents;
7. fails to comply with (1) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. §113A-50 *et seq.*), and/or (2) any Notice of Violation issued by the North Carolina Department of Natural Resources.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished, and the Contractor shall reimburse the Owner for any legal or architectural fees incurred by the Owner as a result of the Contractor's default.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and legal services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor or its Surety. If such costs and damages exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the Owner. The amount to be paid to the Contractor, Surety or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§14.2.5 If the Owner terminates the whole or any part of the Work pursuant to Section 14.2, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 If a suspension, delay, or interruption ordered by the Owner pursuant to Section 14.3.1 exceeds fourteen consecutive days, an adjustment shall be made for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1** cease operations as directed by the Owner in the notice;
- .2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders to the extent they relate to the Work terminated and enter into no further subcontracts and purchase orders.

§ 14.4.3 If the Owner terminates the whole or any portion of the Work pursuant to Section 14.4, then the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Section 14.4.4, plus a markup of 10 percent for profit and overhead on the actual fully accounted costs recovered under 14.4.4; provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

§ 14.4.3.1 After receipt of a Notice of Termination for Convenience, the Contractor shall submit to the Owner its termination claim in the form and with certification prescribed by the Owner. Such claims shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such three (3) month period or authorized extension thereof. However, if the Owner determines that the facts justify such action, it may receive and evaluate any such termination claim at any time after such three (3) month period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination.

§14.4.4 If the Owner terminates the whole or any portion of the Work pursuant to Section 14.4, the Owner shall pay the Contractor the amounts determined by the Owner as follows:

- 14.4.4.1** an amount for supplies, services, or property accepted by the Owner pursuant to Subparagraph 14.5.1.6 or sold or acquired pursuant to Subparagraph 14.5.1.7 and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the Contract appropriately adjusted for any saving of freight or other charges;
- 14.4.4.2** the total of the cost incurred in the performance of the Work through the date of termination including initial costs and preparatory expense allocable thereto but exclusive of any costs attributable to supplies or services paid or to be paid for under Section 14.4.4.1; and
- 14.4.4.3** Provided, however, that neither the Owner nor the Design Consultant will be liable for payments to subcontractors pursuant to Section 14.4.4.2 unless each subcontractor contains termination provisions identical to those set forth in Article 14. The Owner and the Design Consultant will not be liable to the Contractor or any of its subcontractors for any costs associated with termination if the subcontract of the party involved does not include the proper termination clauses.

§ 14.4.5 In arriving at any amount due the Contractor pursuant to Section 14.4, there shall be deducted the following:

- 14.4.5.1** all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;

14.4.5.2 any claim which the Owner may have against the Contractor;

14.4.5.3 such amount as the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and

14.4.5.4 the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold pursuant to the provision of Section 14.5.1.7 and not otherwise recovered by or credited to the Owner.

§14.4.6. The total sum to be paid to the Contractor and Section 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Section 14.4.4, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Section 14.5.1.7

§14.5 GENERAL TERMINATION FOR CONVENIENCE PROVISIONS

§ 14.5.1 After receipt of a notice of termination for convenience from the Owner, pursuant to Section 14.4, and except as otherwise directed by the Owner, the Contractor shall:

§ 14.5.1.1 stop work under the Contract on the date and to the extent specified in the notice of termination;

§14.5.1.2 place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

§14.5.1.3 terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

§ 14.5.1.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the contracts so terminated, in which case the Owner shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

§ 14.5.1.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Owner, to the extent it may require, which approval or ratification shall be final for all the purposes of this Article;

§ 14.5.1.6 transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent directed by the Owner to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated, the following:

- (1)** the fabricated or unfabricated parts, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the notice of termination; and
- (2)** the completed or partially completed plans, drawings, information, releases, manuals and other property related to the Work and which, if the Contract had been completed, would have been required to be furnished to the Owner;

§ 14.5.1.7 use its best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Subparagraph 14.5.1.6; provided, however, that the Contractor:

- (1) shall not be required to extend credit to any buyer, and
- (2) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under the Contract or shall otherwise be credited to the Contract Sum covered by the Contract or paid in such other manner as the Owner may direct;

§ 14.5.1.8 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

§ 14.5.1.9 take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

§ 14.5.2 The Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under the Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or, to the extent approved by the Owner, photographs, micro-photographs or other authentic reproductions thereof.

§ 14.5.3 If the termination for convenience, pursuant to Section 14.4, be partial, the Contractor may file with the Owner a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Subparagraph must be asserted within three (3) months from the effective date of the notice of termination.

§ 14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Section 14.4.

§ 14.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, adjustment of Contract terms, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 TIME LIMITS ON AND NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Owner and the Architect. Claims by the contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The Contractor's failure to submit a claim in accordance with these time limits shall forever waive the Contractor's right to pursue the claim. The Contractor shall indemnify and hold the Owner harmless from any claims by the Contractor's subcontractors arising out of the Contractor's failure to submit the claim in a timely fashion.

§ 15.1.2.1 The resolution of a claim by change order shall finally resolve any and all claims arising from the event giving rise to the claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments as requests for payment are substantiated by the Contractor and approved by the Architect. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with his/her exercise of professional judgment and the requirements of the Contract Documents, this Agreement, and AIA Document B101, 2007 Edition, as modified. The Contractor shall not slow or stop the progress of the Work while a claim or dispute is pending or under negotiation.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. The Contractor's failure to provide written notice of the Claim before proceeding to execute the Work shall be grounds for the denial of the Claim by the Architect and/or Owner. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. The Contractor's claim shall specifically show the impact of the delay on the Project's critical path. The Contractor's failure to submit a claim in accordance with the time limits shall forever waive the Contractor's right to pursue the Claim.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled critical path construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14 except it shall not apply to limit the Owner's ability to recover additional architectural and legal fees resulting from a default by the Contractor. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims by the Contractor, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Architect for initial decision. The Architect will serve as the Initial Decision Maker. Except for those Claims excluded by this Section 15.2.1, an initial decision by the Architect shall be required as a condition precedent to litigation or mediation of any Claim by the Contractor arising prior to the date final payment is made, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered. The Architect may be granted an extension of time to render a decision by mutual agreement of the parties. The Owner may, in its sole discretion, submit its claims to the Architect for an initial decision before instituting mediation or litigation.

§ 15.2.2 The Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Contractor to authorize retention of such persons at the Contractor's expense.

§ 15.2.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Architect when the response or supporting data will be furnished or (3) advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Architect will render an initial decision approving or rejecting the Claim, or indicating that the Architect is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and/ or litigation.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.3 MEDIATION

§ 15.3.2 The parties shall endeavor to resolve their Claims by voluntary mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for voluntary mediation shall be made in writing, delivered to the other party to the Contract.

§ 15.3.3 If the parties voluntarily agree to mediate claims, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

NOTE: THESE CONDITIONS SUPERCEDE ANY CONFLICTING CONDITIONS IN THE GENERAL CONDITIONS.

SALES TAX

Itemized sales tax expenditures by the Contractor will be reimbursed to the Owner. BIDS MUST INCLUDE SALES TAX.

DELAYS / CLAIMS

Any contractor whose work is delayed for reasons beyond his control shall immediately notify the Architect as to the nature of the delay, the cause of the delay, and the immediate effect on the project, including cost effects. Verbal notification shall be followed with written notification to the Architect no later than 10 days following the delay; otherwise, no consideration for a claim will be given. For delays claimed by reason of weather, the Contractor shall be required to substantiate such claim by the submission of weather reports for the time period of the delay as well as national weather service reports for the project area for the last ten years, the average of which shall become the basis to determine the validity of such claim. Time extensions granted for reasons of weather or other reasons except as caused by the Owner, with exceptions and time limits for convenience of the Owner as indicated under Section 01011, do not entitle the Contractor to "extended overhead" or "lost profit" recovery.

Delays which do not affect activities on the Critical Path of the approved CPM Construction Schedule will not be considered reason to allow time extensions. Time extensions granted for reasons other than natural weather disasters do not entitle the Contractor to "lost profit" recovery. Time extensions granted for reasons other than natural weather disasters do not entitle the Contractor to "extended overhead" recovery.

CLEAN UP AND PROTECTION OF WORK

The Contractor shall replace any broken glass, remove stains, spots and dirt from decorated work, clean hardware, remove paint spots and smears from all surfaces, clean plumbing fixtures and wash all concrete, and clean and wax resilient tile floors and clean hard tile floors. The Contractor shall be responsible for leaving his work clean in all respects and shall be responsible for protecting his work from damage by other parties.

CHANGES IN THE WORK

The cost or credit to the Owner resulting from a Change in the work shall be determined as follows:

1. Allowances for overhead and profit combined shall not exceed 15 percent of net cost except when the change involves a Subcontractor, in which case allowances shall not exceed 15 percent for the Subcontractor and 7-1/2 percent for the Prime Contractor.
2. The profit and overhead rates proposed by the Contractor for the initial Change in the Work shall not be changed or modified for the duration of the Contract and shall apply equally for additive and / or deductive changes.
3. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein may include all items of material and labor, the use of power tools and equipment, and such items of cost as Workmen's Compensation Insurance, Social Security and Old Age Benefit, Performance Bond Adjustment and pro-rata charges for foreman. The following items shall be considered as overhead: insurance other than mentioned above, supervision, superintendents, timekeepers, clerks, watchmen, small tools, incidental job burdens and general office expense, and all other items not included in "cost" as above defined.

4. Price requests for changes in the Work furnished to the Architect shall include individual costs for materials, labor, subcontractor work (if applicable), and profit and overhead.

TIME

The Contractor shall fully complete the Work in accordance with the schedule of COMPLETION DATES which are DATES CERTAIN, with no time extensions granted for any reason other than delays caused by the Owner (see below).

WEATHER

Weather is by its nature not "normal", and rain fall varies from year to year. Weather delays are to be accommodated within the schedule as specified, however, "natural disasters", such as caused by severe hurricanes, are excepted. In making his bid, the bidder acknowledges that provisions to accelerate the schedule will be provided as required to meet the scheduled dates, to accommodate abnormal weather conditions, or other delays, except as caused by the Owner.

PROJECT PHASING (note: "Prime" contractor means "sub" contractor under a Single Prime contracting method)

1. The General Contractor is responsible as the project coordinator for all the Prime Contractors. It is the General Contractor's responsibility to schedule the work of all Contractors, to maintain weekly reports to the Architect and the Owner regarding the status of activities of all Contractors, and to submit plans to the Architect and Owner for recovery of any scheduled activity by any Contractor, to the Owner and Architect, for review and immediate implementation.
2. Each Prime Contractor shall be required to coordinate their schedule of activities with the General Contractor, and, in submitting a bid, agree to execute a construction schedule in conformance with the required completion dates. All parts of this schedule will be binding on each Contractor, and it is agreed by all Contractors that liquidated damages will be withheld for any delays caused by them which affect the completion date directly or indirectly, in the sole opinion of the Architect, as further described and defined under the Contract for Construction.
3. All Contractors agree that maintaining the scheduled completion of individual activities is essential for the overall completion of the project schedule and understand that many activities by other Contractors are dependent on timely completion of their own activities. As such, it is understood and agreed by all Contractors that liquidated damages will be withheld, at the time of delay, for any delays which impact the completion of activities by other Contractors and cause the schedule to be revised to a later completion date. For example, the Sitework Contractor must complete various aspects of sitework in a timely manner to allow the other Prime Contractors to store and stage materials on stoned parking areas, or that finish grading, seeding, mulching, and fertilizing operations shall be completed in a manner which will allow the other Prime Contractors to complete their exterior finish work on time, to provide the project with a completed, full stand of grass on the completion date and not afterwards. As an additional example, General Contractor shall schedule his work and make all provisions to allow the Mechanical Contractor to complete his work in a timely manner to meet his scheduled completion date, which is prior to the General Contractor's completion date, for the General Contractor to utilize the HVAC system for conditioning of the building. The foregoing illustrative examples are not intended to imply a listing of issues possible but only to serve as examples.
4. It is understood by all bidders that they will cooperate with each other to formulate and agree on a construction schedule detailing all significant activities of the project within 30 days of award.

COMPLETION DATES (ALL DATES CERTAIN)

The Start Date for commencement of the project will be 7 days from the date of receipt of the Notice to Proceed issued by the Architect. Notice to proceed will be issued no later than April 8, 2023

1. 30 days following Start Date: General Contractor shall submit construction schedule to Owner reflecting required dates and confirm that all subcontractors and material suppliers are in agreement.
2. 330 days following Start Date: The General Contractor shall complete their own construction review list and provide written statement stating as such to the Architect for all work, including finish grading, seeding, fertilizing and mulching all areas disturbed by construction activities.
3. 360 days following Date: The General Contractor will confirm in writing to the Architect that they have completed the Architect's construction review list (liquidated damages incurred).
4. 450 days following Date: General Contractor shall complete any remaining construction review items issued by Architect's (additional liquidated damages incurred).

LIQUIDATED DAMAGES

For each day in excess of the number of days allowed to complete construction under 8.1.5, for each scheduled date, the Contractor shall pay to the Owner the sum of \$500.00 as liquidated damages reasonably estimated in advance to cover the costs and/or losses incurred by the Owner by the failure of the Contractor to complete the Work of any Phase indicated in the time specified, such time being in the essence of this Contract and a material consideration thereof. Liquidated damages for days in excess of completion date shall be held as retainage from monthly payments by the Owner, and released from subsequent payments only if delay days are made up and no damages have been incurred by the Owner. The Architect shall be the sole judge as to the division of responsibility between the prime contractors, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them. Issuance of a Certificate of Occupancy by any Building Official DOES NOT constitute Substantial Completion or completion of construction under this paragraph. Substantial Completion is defined as suitable for use, in the opinion of the Owner and the Architect.

ADDITIONAL LIQUIDATED DAMAGES

For each day in excess of sixty days beyond the date of Substantial Completion that any corrective or incomplete items remain to be done, for each scheduled date, the Contractor shall pay to the Owner the sum of \$500.00 as liquidated damages reasonably estimated in advance to cover the costs and/or losses incurred by the Owner by the failure of the Contractor to complete such corrective work or incomplete items for any Phase listed, such time being in the essence of this Contract and a material consideration thereof.

OWNER'S RIGHT TO COMPLETE WORK TO MAINTAIN SCHEDULE

The Contractor agrees that if the Architect determines, at his sole discretion, that the Contractor has repeatedly or persistently failed or refused to implement such measures as will bring the progress of the Work into conformity with the Construction Schedule, then the Owner may contract with others or use the Owner's own forces to perform the Work to bring the progress into conformity with the Construction Schedule. The Contractor agrees that the Owner will be entitled to a set off for the cost thereof including, but not limited to, actual costs, legal fees, and additional overhead costs, which will be charged against the Contract Sum due the Contractor.

COST INFORMATION FOR INSURANCE PURPOSES

During the course of the construction, the contractor will be required to provide written cost breakdowns for various parts of the work for insurance purposes.

PAY APPLICATIONS AND RETAINAGE

Contractor shall submit Applications for Payments to the Architect monthly for work completed and materials stored ending the twenty-fifth day of the month. Retainage shall be five percent (5%) of monthly estimates. The Architect may, at any time after fifty percent of the work has been completed, if he finds that satisfactory progress is being made and with written consent of Contractor's Surety, recommend to the Owner that retainage be reduced to two and one-half percent (2.5%) of monthly estimates.

Sales tax expenditures shall be substantiated with a certified statement by the Contractor and each of his Subcontractors individually showing total purchases of material from each separate vendor and total sales taxes paid each vendor. Certified statement must have the invoice number or numbers covered and inclusive dates of such invoices.

Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in certified statement at warehouse stock prices and amount of tax paid.

The Contractor shall not be required to certify the Sub-Contractor's statements.

The Contractor and each of his Sub-Contractors shall also show purchases of materials from each separate vendor and the cost of same for which no sales tax has been paid.

When applicable, file a Form E-589CI, Affidavit Of Capital Improvement.

BUILDERS RISK INSURANCE

Contractor shall provide Builder's Risk Insurance, payable to the Contractor and Owner as their interest may appear upon the amount of the bid and upon all materials in or adjacent thereto which are to be made apart of the insured structure to 100% of the insurable value thereof covering fire, extended coverage, vandalism and Malicious mischief.

SPECIAL REQUIREMENTS FOR PROJECTS FUNDED IN WHOLE OR PART WITH FEDERAL FUNDS

[Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not

and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

END OF SUPPLEMENTARY CONDITIONS

SUMMARY OF WORK

This project involves the furnishing of all labor, materials, and services necessary to complete the construction of the BROAD CREEK MIDDLE SCHOOL WINDOW REPLACEMENT, Carteret County Schools, North Carolina as shown by the drawings and as specified herein.

CONSTRUCTION SCHEDULE

Each Prime Contractor shall coordinate his work with the others to complete his work, on schedule, within the specified time allowed. Within thirty days of award of Contracts to the successful Bidders, the General Contractor will prepare, with the assistance of each Prime Contractor, a Master Construction Schedule, in both bar chart and critical path method form, which shall be signed by each Contractor and become a requirement and part of the Contract Documents.

The Schedule shall include work by Architect and Owner, as may be required by the contractor (i.e. Critical shop drawing review, color selection, inspections, etc.).

The Master Schedule shall be created in electronic computer form using an industry-recognized "Critical Path Method" software program, and continuously maintained for the benefit and use of all Contractors and the Owner/Architect. The General Contractor shall submit to all parties, at each monthly meeting, printed reports, generated from the computer program file, indicating the current status of all project activities, including those of the other Contractors.

CONTRACTS

Contracts will be executed for each Prime Contractor on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, as amended herein.

PAYMENTS

Payments to the Contractor will be made on the basis of ninety-five percent (95%) of monthly estimates approved by the Architect.

Bids shall include North Carolina sales and Use Tax or local sales and use tax. The Owner shall be entitled to reimbursement of taxes paid by Contractor on basis shown separately on monthly request for payment. At the time of delivery of the periodic monthly estimate and request for progress payments, the Contractor shall attach to such requests a statement which shall show the amount of sales tax paid by the Contractor upon purchases of building materials during the period covered by the progress payment request. A sworn statement by the Contractor shall be attached stating that the property upon which such sales taxes were paid was or will be used in the performance of the contract. Sales tax on purchases or rental of tools and equipment is taxable to the Contractor and shall not be included in the sworn statement. When applicable, file a Form E-589CI, Affidavit Of Capital Improvement. Refer to Section 01011, Supplementary Conditions, subparagraph 9.3.4 for additional requirements.

CONSTRUCTION PROCEDURES

The following Construction Procedures are to be implemented for this project:

1. The General Contractor shall be the Project Coordinator, and as such shall schedule and manage the entire work. Notify the Architect immediately upon any conflict with separate Prime Contractors.
2. The General Contractor shall coordinate with all Prime Contractors to prepare and submit to the Architect within two weeks following the date of the Notice to Proceed his proposed Progress Schedule for completing the Project in the specified time. Include critical shop drawing reviews, inspections, or other work to be scheduled with Architect or Engineer.

3. Approved Schedule shall be distributed to all other Prime Contractors by the General Contractor. Also, post copy in Contractor's field office. General Contractor shall keep other contractors, including his subcontractors, informed of his planned and actual progress, so that the Project Schedule can be maintained.
4. All other prime and sub-contractors shall organize their work to conform to this Schedule and see that all phases of the work progress as smoothly and efficiently as possible.
5. The General Contractor will coordinate the location of tool sheds and storage areas for all contractors within the limits of the site area designated or approved by the Owner.
6. All Contractors shall submit within twenty (20) days from the date of the Notice to Proceed a complete list of all subcontractors and material suppliers (including addresses), that they propose to use on this Project for Architect's and Engineer's approval.
7. All Contractors are requested to furnish the Architect with the name of their project manager, safety manager, and job foreman or superintendent who will be in charge of the work. These men will not be changed during the course of construction without prior notice to the Architect. Furnish Architect and Owner with name and home telephone number of job superintendent and project manager for emergency contact.
8. Architect will hold monthly meetings at the project site on a day and time to be determined. Each Contractor shall have his job superintendent and project manager present. The purpose of these meetings is to evaluate progress, resolve problems, and in general to help expedite construction. Meeting representatives must have authority to act on behalf of the Contractor.
9. See Specifications, Division 1, General Requirements, for information relative to the following:
 - a. Schedules and Reports
 - b. Samples and Shop Drawings
 - c. LEED Requirements (THIS IS NOT A LEED PROJECT)
 - d. Temporary Facilities and Controls
 - e. Cleaning Up
 - f. Project Close Out
10. To expedite handling paperwork, the following procedures shall be used:
 - a. Shop drawings and submittals shall be submitted electronically via e-mail, in non-editable format PDFs. Electronic submittals e-mail subject line will contain the project name, specification number, and product name.
 - b. Each Contractor shall submit to the Architect a cost breakdown of his contract on standard AIA form. Breakdown shall show labor and material. Upon approval by Architect and Engineer, this breakdown shall be used for progress payments.
 - c. Contractor's payment period shall be from the twenty-fifth day of the month to the twenty-fifth day of the following month. Contractor shall forward to the Architect by the first of the following month his Application for Payment in PDF format, submitted electronically, with ink professional seals. Owner will make payments by the fifteenth of the month. Professional seals shall be ink stamped, not embossed.

- d. Sales tax expenditures for each pay period shall be substantiated with an attached certified statement by the Contractor and each of his Subcontractors individually showing total purchases of material from each separate vendor and total sales taxes paid each vendor for the applicable period.
 - e. Payment for material stored on site will be approved upon verification of material and quantity. Payment will also be approved if material is stored in a bonded warehouse approved by the Architect and Owner and insured for its full value. Include insurance certificates and certificates verifying storage in bonded warehouse with Application for Payment of such materials.
 - f. Submit copy of Building Permit prior to or with submission of first Pay Application. Payments will be withheld until permit copy is submitted.
11. All materials and submittal data must be approved before Contractor proceeds with installing such items in the Project. All materials requiring color selection shall be submitted together. Contractor shall confirm in writing that color samples provided are current and available to select from. An incomplete color schedule will not be issued. All material samples must be submitted in order to make a complete, coordinated schedule.
12. Materials and compaction testing company shall be selected by the Owner. The Architect will notify the Contractor of the company and of the specific testing to be done. Based on these instructions, the Contractor will be responsible for notifying the testing company of individual tests to be made.
13. The Contractor shall issue daily electronic update reports, in PDF format, via e-mail, with descriptions of day's work performed, 3 photos minimum, weather conditions, parties on site with manpower counts, and equipment on site.
14. Notify Architect, Structural Engineer, and Testing Laboratory twenty-four (24) hours prior to pouring footings. Pours shall always be the maximum that can be properly handled in a day.
15. Inspection Reports from Architect or Engineers pointing up defective or unacceptable work shall be corrected immediately. Failure to do so will be cause to withhold monthly progress payments.
16. Each Separate Prime Contractor shall be responsible for removing his own waste material and job debris from the all construction areas and the site, fully coordinated with requirements of the Construction Waste Management Plan (CWMP). This shall be done continually. Failure to keep job site clean and safe for maximum working efficiency will be cause to withhold monthly progress payments. Failure to comply with the Construction Waste Management Plan (CWMP) will be cause to withhold monthly progress payments.
17. Construction workers will be properly dressed at all times on the site (shirts, shoes, etc.), and the use of foul language, vulgar or lewd gestures, or any other conduct deemed inappropriate by the Owner will be cause for immediate dismissal.
18. Working Schedule: Working hours shall be coordinated among all Prime Contractors. Advise Owner and Architect.
19. Claims: Follow General Conditions, as amended, for any claims for additional money or time. Claim must be made at time of discovery, time limits in accordance with these Conditions.
20. Final Inspection of Projects: It is the Contractor's responsibility to notify the Architect that the project is complete and to submit a list of discrepancies to be corrected. Following such notification, the Architect shall make a preliminary review of the project to verify completion. From the preliminary review, the Architect shall prepare a punch list of discrepancies for the

Contractor. Upon notification by the Contractor that the discrepancies have been rectified, the Architect shall schedule a formal final inspection with the Owner.

21. Record Drawings: One (1) complete set of working drawings will be maintained on the job site by the General Contractor. If any changes or deviations from these drawings are made by any Contractor, such Contractor shall indicate the change on the drawings using colored pencils or ink.
22. Safety Regulations: All Contractors shall abide by current OSHA Regulations at all times. Be advised that the Owner is obligated by these Regulations to report any known violations to OSHA.
23. Smoking is prohibited and not allowed on the construction site property.

DRAWINGS AND SPECIFICATIONS

The following principles shall govern the settlement of disputes which may arise over discrepancies in the contract documents.

1. As between written figures given on drawings and the scale measurements, the figures shall govern.
2. As between large-scale drawings, and small scale drawings, the larger scale drawings shall govern. Discrepancies noted shall be reported to the Architect before commencing work.
3. Where more than one item or procedure is specified or indicated, the Contractor shall provide the item of greatest expense or most stringent procedure.

Titles to divisions and paragraphs in the contract documents are introduced merely for convenience and shall not be taken as a correct or complete segregation of the several units of materials and labor. The Contractor shall see that each subcontractor is familiar with the entire work under this contract to the extent that it affects his portion of the work, as no responsibility is assumed by the Architect for omissions or duplications by the Contractor or his subcontractors due to real or alleged error in arrangement of material in these documents.

The plans and specifications are both a part of this contract and shall be considered cooperative. Any work called for by the plans and not hereinafter specified or vice versa, shall be executed by the Contractor as if specifically mentioned in both.

The drawings and specifications are to be used for this building only and are the property of the Architect; they are to be returned to him before the final certificates are given.

After award of Contract, drawings and specifications shall be obtained and /or downloaded by the General Contractor from the Hite Associates website, www.hiteassoc.com. Additional drawings and / or specifications may be purchased by contacting Speedyblue Reprographics at (252) 758-1616, print@speedyblue.com.

INTENT OF DRAWINGS

In making a Proposal, the Contractor acknowledges that the drawings are diagrammatic in nature, and agrees to provide complete and finished construction assemblies to comply with the Architect's intent and pertinent Building Codes, whether all parts or components of such assemblies are shown or not (for example, doors or frames shown on plan drawings but not scheduled or detailed otherwise shall be furnished, consistent with other doors or frames of type and material as would be reasonably inferable, complete with hardware).

For renovations and additions, the plans and specifications are intended to convey the broad scope of work that is to be included in the demolition scope and/or renovations scope of existing areas in the contract, they do not show every item or detail to be installed or removed. Provide complete and finished construction assemblies.

Bidders and their subcontractors must visit the site prior to bid to verify all existing conditions in areas to be renovated, including equipment platforms, to ascertain items to be removed or relocated to perform the work as shown and specified, and to provide complete assemblies. No allowance will be made for claims for additional cost or time based on conditions that are accessible for inspection.

STANDARD OF QUALITY, CONTRACT DEFINITION

The Standard of quality for all work shall be first class in all respects, in the opinion of the Project Architect and Project Engineer. In submitting a Bid, the Contractor agrees to abide by this Standard, and no other. Any work considered less than first class by the Architect/Engineer shall be corrected or removed and replaced as directed.

PROJECT MANAGER AND SUPERINTENDENTS, APPROVAL OF PERSONNEL

The Contractor shall provide resumes of proposed Project Manager and Superintendents to Owner, through Architect, for review and approval prior to assignment. Contractor shall submit only those candidates with a minimum of five years experience in the respective capacities proposed, with projects of similar size and scope.

FIELD SUPERVISION REQUIREMENTS

The Contractor is required to provide a full time Field Superintendent to supervise the work of their Contract and to be present, in the field, and not in a field office, at all times work is being performed by that Contractor or his Subcontractors, for the express purpose of providing continuous control of the quality and correctness of construction. In addition, the Contractor's Field Superintendent is required to provide general supervision and coordination of the work of all other Prime Contractors. This person is required to be equipped with a mobile telephone at all times. The Contractor shall issue daily electronic update reports, in PDF format, via e-mail, with descriptions of day's work performed, 3 photos minimum, weather conditions, parties on site with manpower counts, and equipment on site.

FIRE RATED CONSTRUCTION ASSEMBLIES

Where U.L., F.M., W.H.I., or other independent testing agency fire rated construction assemblies are referenced on the drawings, it shall be the Contractor's responsibility to meet the specific requirements of the assembly, as defined by State and Local Building Authorities.

MEASUREMENTS AND DIMENSIONS

Before ordering material or doing work which is dependent for proper size or installation upon coordination with building conditions, the Contractor shall verify all dimensions by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect for adjustment before any work affected thereby is begun.

SAMPLES AND SHOP DRAWINGS

Each Contractor shall submit such samples of materials and examples of workmanship as are requested by the Architect to show quality and kind of material and work he proposes to deliver or perform in executing his contract.

Shop drawings and submittals shall be submitted electronically, in non-editable format PDFs, submitted via e-mail. Electronic submittals e-mail subject line will contain the project name, specification number, and product name.

Coordinate LEED submittals with general submittal requirements. Refer to Section 01405 LEED Requirements.

Contractors shall make all submittals promptly after award of contract. Submittals requiring color selection shall be made no later than 60 days after award of contract. Contractor and manufacturer shall confirm in writing that color samples provided are up-to-date, current and can be provided.

All material requiring color selection shall be submitted for review before any colors are selected. The Contractor shall allow 45 days after all submittals are made and all color samples received for the Owner to make selections, and schedule his submittals accordingly.

OWNER SYSTEM TRAINING SESSIONS

Each Contractor shall have factory trained and certified product representatives provide equipment and system training sessions for the Owner for each product and system. Sufficient training shall be provided to the extent that each Owner attendee is fully versed on the product and/or system and can be a designated "trained" participant, and that each participant can demonstrate the ability to operate each product and system in total variety of operations. Provide multiple training sessions if such is required to be certified as fully trained personnel. An Owner Training Certification is to be provided. Submit an affidavit that each required Owner training session has been performed. Submitted affidavit to include sign-up log of attendees/trainees and description of system or product, cross referenced to the specific contract document.

TEMPORARY FACILITIES

This section covers the furnishing of all appliances, labor, materials, tools, transportation and services required to perform and complete all preliminary work and temporary construction required for the building and site as indicated.

Storage - Each Contractor shall provide such temporary structures as are required for the protection of persons and property. On barricades where necessary, lights shall be maintained at night.

Field Office - General Contractor shall provide and maintain a full time field office construction trailer at the site, equipped with heat, lights, plan desks and telephones. Office shall be sufficient size for use by this Contractor and for on-site meetings with a separate office provided specifically for the Architect's Representatives.

Scaffolds, Tolls, etc. - Each Contractor shall erect and provide all necessary platforms and scaffolds of ample strength required for the handling of materials and equipment such as ladders, horses, poles, planks, ropes, wedges, centers, etc.

Staging: The location of trailers and material storage areas shall be approved by the Architect. Each Prime Contractor will be responsible for repair and testing of the paving base if damaged by his staging activities.

Working Hours: Single or separate prime contractors may set their own working hours, provided, however, that the Project is under supervision by the General Contractor at all times work is being performed.

Sanitation: The General Contractor shall provide and maintain temporary toilets as necessary for use of all workmen. Locate toilets where directed, keep in sanitary condition, and comply with the requirements of the local public health authority.

OSHA

It shall be the responsibility of all contractors to conform to the latest edition of Safety Standards for construction by "OSHA".

CUTTING AND PATCHING / REPLACE

All cutting and patching throughout Project shall be done by the trade requiring the cut. Patching of work or areas affected by cutting, digging and fitting shall be done by mechanics skilled in the applicable trades and shall match surrounding or adjoining similar work. If the quality of the cutting and patching work is not first class and, in the opinion of the Architect, not acceptable, the Contractor will be required to have this work done by the General Contractor, who will be reimbursed for the cost thereof.

Where documents indicate the terms "replace" or "replacing" of any item or system, the items or system called out to be replaced shall be removed in their entirety complete, by the trade performing the replacement.

CLEANING UP

Each Prime Contractor shall be responsible for keeping the project clean and free of hazardous working conditions. Remove scrap or surplus materials and keep stored materials in a neat and orderly fashion, minimum once weekly.

The General Contractor shall advise all subcontractors and separate prime contractors of their responsibility to keep their part of the project clear and free of accumulated debris.

After completion of Utility Platforms and Main Boiler and Electrical Room construction by all contractors, the General Contractor shall provide a complete vacuuming and wipe down of all mechanical and electrical equipment, including ductwork. The General Contractor shall then provide two coats of clear polyurethane floor sealer as specified to these spaces, after approval of the condition of each space by the Architect.

At the completion of work, the entire project shall be left clean and ready for occupancy. All finished surfaces shall be cleaned, polished, waxed and left in first class condition.

CONSTRUCTION WASTE MANAGEMENT: WASTE AND RECYCLING

The General Contractor shall be responsible for developing and implementing a Construction Waste Management Plan (CWMP) that identifies the materials to be diverted from disposal and their quantities by weight in order to divert a minimum of 75% of all construction and demolition debris. The GC shall submit monthly progress reports indicating quantities disposed and quantities diverted along with each Payment Application. The GC shall also be responsible for providing separate recycling collection containers for disposal and recycling of non hazardous construction and demolition waste. All containers must be clearly labeled with a list of acceptable and unacceptable materials that meet the requirements of the recovery facility or recycling processor, to which the materials shall be hauled. The General Contractor shall provide on site instruction of appropriate separation, handling, and recycling, and return methods to be used by all contractors. These containers shall be maintained on a regular schedule by either the GC or a GC contracted service. If the contracted service provides off-site sorting services, then waste may be commingled on site per the contracted services specifications. If commingling on site is not permitted, then containers are to be provided for the following materials:

1. Concrete waste
2. Brick and CMU (shall be recycled)
3. Wood and Wood Products
4. Cardboard (shall be recycled)
5. Steel and Metals (shall be recycled)

PROJECT CLOSEOUT

Prior to issuance of a Certificate of Final Payment, unless otherwise noted, each Prime Contractor will be required to deliver to the Architect the following items, in encrypted electronic PDF format, indexed with a hyperlinked Table of Contents. All professional seals shall be stamps, not embossed. Files to be submitted on an electronic storage device. All warranties requiring signatures for execution, shall be submitted in paper format.

1. Certificate Of Occupancy issued by the jurisdiction having authority.
2. Fully executed final Change Order, reconciling all project allowances.
3. Submit five copies of Final Application for Payment, AIA Documents and Final Sales Tax Report collated and stapled together.
4. AIA Document G 706/Contractors Affidavit of Payment of Debts and Claims, and AIA Document G 706 A/Contractors Affidavit of Release of Liens, properly executed, notarized, with no exceptions.
5. Consent of Surety to Final Payment.
6. Certificate of Compliance. Each Prime Contractor shall furnish the Architect a certificate, duly notarized, stating that he has constructed his part of the work of the project in complete compliance with the Drawings and Specifications.
7. Each Prime Contractor shall furnish to the Owner through the Architect a certificate, duly notarized, stating that "no hazardous materials, including lead, asbestos, or PCBs, have been used in the work of the Contract".
8. Each Prime Contractor shall furnish to the Owner through the Architect in triplicate, duly notarized, an unconditional Warranty to guarantee his work free from defects in materials and workmanship for a period of one year following Substantial Completion.
9. Operations and Maintenance Manuals indexed, shall be submitted in electronic format with items and sections hyperlinked to the O&M's Table of Contents. Provide paper copies of product warranties.
10. As-Built drawings. Each prime contractor shall deliver to Architect one complete set of as-built drawings. Changes in the work shall be marked in red on a new set of drawings.
11. Transmittal of keys to Principal, acknowledgement signed by Principal, and Finish Hardware Bidding List.
12. Final Color Finishes Schedule.
13. Owner Training Certification: Submit affidavit that each required Owner training session has been performed. Submitted affidavit to include sign-up log of attendees and description of system or product cross referenced to the specific contract document.
14. Process and deliver to the Architect all product guarantees and warranties, materials and testing certificates, etc., as required by various sections within these specifications and by various agencies having jurisdiction over the Work, indexed.

Do not make separate submittals of the above. Incomplete submittals will be returned to the Contractor.

END OF SECTION

Contractor is required to use the provided "Contractor Sales Tax Report Of NC State And Local Taxes Paid". Report shall be provided for each pay period, as an attachment to the contractor's Payment Application.

GO TO NEXT PAGE

CONTRACTOR'S SALES TAX REPORT OF NC STATE AND LOCAL TAXES PAID		DATE: _____
CONTRACTOR: _____ ADDRESS: _____ _____ _____	OWNER: _____ PROJECT: _____ PERIOD FROM: _____ TO: _____	

* County is the county of delivery or county in which the contractor directly picked up the merchandise.

4.75%

VENDOR	ADDRESS	SUMMARY OF ITEMS PURCHASED	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	NC TAXES	COUNTY TAXES	TOTAL TAXES	*NAME OF COUNTY
TOTAL						-	-	-	

NOTE: ATTACH COPIES OF INVOICES AS DESCRIBED ABOVE

I, _____, certify that the foregoing statement of applicable sales taxes paid in connection with the referenced contract is true to the best of my knowledge and belief.

By: _____ Title: _____

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

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public (Official Seal)

Printed Name _____
My commission expires _____, 20____

GENERAL

The Base Bid constitutes the primary choice of the Owner with respect to the pertinent specifications for construction, materials, equipment and supplies. The Owner reserves the right to accept or reject any or all Alternates, in any combination with the Base Bid, in accordance with the general provisions of the Contract for Construction.

See Form of Proposal for complete description of Alternates.

END OF SECTION

GENERAL

CASH ALLOWANCES:

The Contractor shall include a CASH ALLOWANCE in his bid of \$40,000 to include labor, tax, and freight. The Owner reserves the right to bid the work or select subcontractors, and to credit the balance of the allowance at the completion of the Contract.

The work and items covered in the CASH ALLOWANCE are indicated in the plans and specifications, and include

- Items or work directed by the Owner

Equipment or items which are specified and not noted to be a part of an ALLOWANCE are to be priced and included in bid separately.

BUILDING PERMITS and all other permit costs shall be determined by Bidders and provided for in Bids.

END OF SECTION

ABBREVIATIONS AND NAMES: The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of contract documents:

AA	Aluminum Association 818 Connecticut Ave. NW; Washington DC 20006; 202/862-5100
AAMA	Architectural Aluminum Manufacturers Association 35 E. Southern Bldg.; Washington DC 20005; 202/737-4060
AAN	American Association of Nurserymen 230 Southern Bldg.; Washington, DC 20005; 202/737-4060
AASHTO	American Association of State Highway and Transportation Officials 444 North Capital St.; Washington DC 20001; 202/624-5800
AATCC	American Association of Textile Chemists and Colorists P. O. Box 12215; Research Triangle Park, NC 27709; 919/549-8141
ACI	American Concrete Institute P. O. Box 19150; Detroit, MI 48219; 313/532-2600
ACIL	American Council of Independent Laboratories 1725 K St., NW; Washington DC 20006 202/659-3766
ADC	Air Diffusion Council 230 N. Michigan Aven.; Chicago, IL 60601; 312/372-9800
AGA	American Gas Association 1515 Wilson Blvd., Arlington, VA 22209; 703/841-8400
AHAM	Association of Home Appliance Manufacturers 20 N. Wacker Dr.; Chicago, IL 60606 312/984-5800
AI	Asphalt Institute Asphalt Inst. Bldg.; College Park, MD 20740 301/277-4258
AIA	American Institute of Architects 1735 New York Ave., NW; Washington, DC 20006; 202/626-7474
A.I.A.	American Insurance Association 85 John St.; New York, NY 10038;

	212/699-0400
AISC	American Institute of Steel Construction 400 N. Michigan Ave.; Chicago, IL 60611; 312/670-2400
AISI	American Iron and Steel Institute 1000 16th St., NW; Washington, DC 20036; 202/452-7100
AITC	American Institute of Timber Construction 333 W. Hampden Ave.; Englewood, CO 80110; 303/761-3212
AMCA	Air Movement and Control Association 30 W. University Dr.; Arlington Heights, IL 60004; 312/394-0150
ANSI	American National Standards Institute 1430 Broadway; New York, NY 10018; 212/354-3300
APA	American Plywood Association P. O. Box 11700; Tacoma, WA 98411; 206/565-6600
ARI	Air Conditioning and Refrigeration Institute 1815 N. Fort Myer Dr.; Arlington, VA 22209; 703/524-8800
ASC	Adhesive and Sealant Council 1600 Wilson Blvd.; Arlington, VA 22209; 703/841-1112
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers 1791 Tullie Circle, NE; Atlanta, Ga 30329 404/636-8400
ASME	American Society of Mechanical Engineers 345 East 47th St.; New York, NY 10017; 212/705-7722
ASPE	American Society of Plumbing Engineers 15233 Ventura Blvd.; Sherman Oaks, Ca. 91403 213/783-4845
ASSE	American Society of Sanitary Engineering P. O. Box 9712; Bay Village, OH 44140 216/835-3040
ASTM	American Society for Testing and Materials 1916 Race St.; Philadelphia, CA 19103 215/299-5400

AWI	Architectural Woodwork Institute 2310 S. Walter Reed Dr.; Arlington, VA 22206 703/671-9100
AWPA	American Wood-Preserver's Association 7735 Old Georgetown Rd.; Bethesda, MD 20814 301/652-3109
AWPB	American Wood Preservers Bureau P. O. Box 6085; Arlington, VA 22206 703/931-8180
AWS	American Welding Society P. O. Box 351040; Miami, FL 33135 305/642-7090
AWWA	American Water Works Association 6666 W. Quincy Ave., Denver, CO 80235 303/794-7711
BHMA	Builders' Hardware Manufacturers Association (c/o TGAM) 60 East 42nd St.; New York, NY 10017 212/682-8142
BIA	Brick Institute of America 1750 Old Meadow Rd.; McLean, VA. 22102 703/893-4010
CDA	Copper Development Association 405 Lexington Ave.; New York, NY 10174 212/953-7300
CE	Corps of Engineers (U.S. Dept. of the Army) Washington, DC 20314
CFR	Code of Federal Regulations Available from Government Printing Office; Washington, DC 20402 (usually first published in Federal Register)
CISPI	Cast Iron Soil Pipe Institute 1499 Chain Bridge Rd., McLean, VA. 22101 703/827-9177
CRIGLP	CRI Green Label Plus 730 College Drive Dalton, GA 30720 706-278-3176
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Rd., Schamburg, IL 60195 312/372-5059
CS	Commercial Standard of NBS (U.S. Dept. of Commerce)

	Government Printing Office; Washington, DC 20402
DHI	Door and Hardware Institute 7711 Old Springhouse Rd., McLean, VA. 22102 703/556-3990
EIA	Electronic Industries Association 2001 Eye St., NW; Washington, DC 20006 202/457-4900
FAA	Federal Aviation Administration (U. S. Dept. of Transportation) 800 Independence Ave., SW; Washington, DC 20590
FCC	Federal Communications Commission 1919 M St., NW; Washington, D C 20554 202/632-7000
FCI	Fluid Controls Institute U.S. Highway One, Plaza 222; Tequesta, FL 33458; 305/746-6466
FGMA	Flat Glass Marketing Association 3310 Harrison; Topeka, KS 66611; 913/266-7013
FHA	Federal Housing Administration (U. S. Dept. of HUD) 451 - 7th St., SW; Washington, D C 20201
FM	Factory Mutual Engineering Corp. 1151 Boston-Providence Turnpike; Norwood, MA 02062 617/762-4300
FS	Federal Specification (General Services Admin.) Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit (WFSIS); 7th and D Streets, SW; Washington, DC 20406; 202/472-2205 or 2140
FTI	Facing Tile Institute c/o Box 8880; Canton, OH 44711; 216/488-1211
GA	Gypsum Association 1603 Orrington Aven.; Evanston, IL 60201 312/491-1744
HPMA	Hardwood Plywood Manufacturers Association P. O. Box 2789, Reston, VA. 22090 703/435-2900
IEEE	Institute of Electrical and Electronic Engineers, Inc. 345 E. 47th St.; New York, NY 10017; 212/705-790
IESNA	Illuminating Engineering Society of North America

	345 E. 47th St.; New York, NY 10017 212/705-7926
ILI	Indiana Limestone Institute of America Stone City Bank Bldg.; Bedford, IN 47421; 812/275-4425
IRI	Industrial Risk Insurers 85 Woodland St.; Hartford, CT 06102; 203/525-2601
ISA	Instrument Society of America P. O. Box 12277; Research Triangle Park, NC 27709; 919/549-8411
LEED	Leadership in Energy and Environmental Design U. S. Green Building Council 1800 Massachusetts Avenue NW, Suite 300 Washington , DC 20036 (800) 795-1747
MCAA	Mechanical Contractors Association of America 5530 Wisconsin Aven.; Chevy Chase, MD 20815 202/654-7960
MIA	Marble Institute of America 33505 State St.; Farmington, MI 48024 313/476-5558
MIL	Military Standardization Documents (U.S. Dept. of Defense) Naval Publications and Forms Center 5801 Tabor Ave.; Philadelphia, PA 19120
ML/SFA	Metal Lath/Steel Framing Association 221 N. LaSalle St.; Chicago, IL 60601 312/346-1600
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 5203 Leesburg Pike; Falls Church, VA 22041; 703/998-7996
NAAMM	National Association of Architectural Metal Manufacturers 221 N. Lasalle St.; Chicago, IL 60601 312/346-1600
NAPF	National Association of Plastic Fabricators 1701 N. St., NW; Washington, DC 20036; 202/233-2504
NBGQA	National Building Granite Quarries Association c/o H. E. Fletcher Co.; West Chelmsford, MA 01863
NBS	National Bureau of Standards (U.S. Dept. of Commerce) Gaithersburg, MD 20234

	301/921-1000
NCMA	National Concrete Masonry Association P. O. Box 781; Herndon, VA 22070 703/435-4900
NEC	National Electrical Code (by NFPA)
NEII	National Elevator Industry, Inc. 600 Third Aven.; New York, NY 10016 212/986-1545
NECA	National Electrical Contractors Association 7315 Wisconsin Aven.; Bethesda, MD 20814 301/657-3110
NEII	National Elevator Industry, Inc. 600 Third Avenue; New York, NY 10016 212/986-1545
NEMA	National Electrical Manufacturers Association 2101 L St., NW; Washington, DC 20037 202/457-8400
NFPA	National Fire Protection Association Batterymarch Park; Quincy, MA 02269 617/328-9290
NFPA	National Forest Products Association 1619 Massachusetts Aven.; NW; Washington, DC 20036 202/797-5800
NHLA	National Hardwood Lumber Association P. O. box 34518; Memphis, TN 38104; 901/377-1818
NPA	National Particleboard Association 2306 Perkins Pl.; Silver Spring, MD 20910; 301/587-2204
NRCA	National Roofing Contractors Association 8600 Bryn Marr Aven.; Chicago, Il. 60631 312/693-0700
NSF	National Sanitation Foundation P. O. Box 1468; Ann Arbor, MI 48106 313/769-8010
NSSEA	National School Supply and Equipment Association 1500 Wilson Blvd.; Arlington, VA. 22209 703/524-8819
NTMA	National Terrazzo and Mosaic Association 3166 Des Plains Ave.; Des Plains, IL 60018

312/635-7744

NWMA	National Wood Manufacturers Association 205 West Touhy Avenue; Park Ridge, IL 60068; 312/823-6747
OSHA	Occupational Safety Health Administration (U.S. Dept. of Labor) Government Printing Office; Washington, DC 20402
PCI	Prestressed Concrete Institute 20 N. Wacker Dr., Chicago, IL 60606 312/346-4071
PDI	Plumbing and Drainage Institute 5342 Blvd., Pl.; Indianapolis, IN 46208 317/251-5298
PEI	Porcelain Enamel Institute 1911 N. Fort Myer; Arlington, VA 22209 703/527-5257
PS	Product Standard of NBS (U.S. Dept. of Commerce) Government Printing Office; Washington, DC 20402
RFCI	Resilient Floor Covering Institute 1030 15th St.; NW; Washington, DC 20005 202/833-2635
RIS	Redwood Inspection Service (Grading Rules) 627 Montgomery; San Francisco, CA 94111
SAMA	Scientific Apparatus Makers Association 1101 16th St., NW; Washington, DC 20036 202/223-1360
SCAQMD	South Coast Air Quality Management District 21865 Copley Drive Diamond Bar, CA 91765 (909) 396-2000
SDI	Steel Deck Institute P. O. Box 3812; St. Louis, MO 63122 314/965-1741
SDI	Steel Door Institute 712 Lakewood Cnt. N.; Cleveland, OH 44107 216/226-7700
SHLMA	Southern Hardwood Lumber Manufacturers Association 805 Sterick Bld.; Memphis, TN. 38103 901/525-8221
SIGMA	Sealed Insulating Glass Manufacturers Association

	111 E. Wacker Dr.; Chicago, IL. 60601 312/644-6610
SJI	Steel Joist Institute 1703 Parham Rd.; Richmond, VA 23229 804/288-3071
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association P. O. Box 70; Merrifield, VA 22116
SPIB	Southern Pine Inspection Bureau (Grading Rules) 4709 Scenic Hwy.; Pensacola, FL 32504; 904/434-2611
SSPC	Steel Structures Painting Council 4400 5th Avenue; Pittsburgh, PA 15213; 412/578-3327
TCA	Tile Council of America P. O. Box 326, Princeton, NJ 08540; 609/921-7050
TIMA	Thermal Insulation Manufacturers Association 7 Kirby Plaza; Mt. Kisco, NY 10549; 914/241-2284
TPI	Truss Plate Institute 100 W. Church St., Frederick, MD 21701; 301/694-6100
UL	Underwriters Laboratories 333 Pfingsten Rd.; Northbrook, IL 60062; 312/272-8800
WCLIB	West Coast Lumber Inspection Bureau (Grading Rules) P. O. Box 2315; Portland, OR 97223; 503/639-0651
WIC	Woodwork Institute of California 1833 Broadway; Fresno, CA 93773; 209/233-9035
WRI	Wire Reinforcement Institute 7900 Westpark drive; McLean, VA. 22102; 703/790-9790
WSFI	Wood and Synthetic Flooring Institute 2400 E. Devon; Des Plaines, IL 60018; 312/635-7700
WWPA	Western Wood Products Association (Grading Rules) 1500 Yeon Bldg.; Portland, OR 97204; 503/224-3930

WWPA Woven Wire Products Association
 108 W. Lake St.; Chicago, IL 60601;
 312/332-6502

END OF SECTION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PART 1: GENERAL

DESCRIPTION OF WORK:

Work of this Section shall consist of all labor and materials required to provide all rough carpentry work scheduled on Drawings and specified herein.

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this section refer to Section 01068.

CODE COMPLIANCE:

All framing to comply with the current edition of the Building Code having jurisdiction in North Carolina.

QUALITY ASSURANCE:

Manufacturers:

Standard: For purposes of designating type and quality of work under this Section, drawings and Specifications are based on products manufactured or furnished by Manufacturer listed for each product.

COORDINATION WITH OTHER TRADES: Coordinate locating of nailers, furring, grounds, and similar supports for other trades so that installation of finish work may be properly executed to fulfill design requirements.

MOISTURE CONTENT OF LUMBER: Maximum moisture content for lumber products shall be 19 percent on air dried stock, and 15 percent maximum on kiln-dried (KD) stock.

DRESSED LUMBER: Surface lumber four sides (S4S) unless specified otherwise for particular products.

DELIVERY AND STORAGE: As soon as materials are delivered to site, place under cover and protect properly from weather. Do not store or erect material in wet or damp portions of buildings or in areas where plastering or similar work is to be executed until such work has been completed and has become reasonably dry.

PART 2: PRODUCTS

FRAMING LUMBER

Various materials for framing shall be of sizes shown and shall conform to Grading Standards of SPIB. All framing material shall be #2 SYP.

Where indicated on the Drawings, provide FRT Fire Retardant Treated lumber.

PLYWOOD or ORIENTED STRAND BOARD MATERIALS: Softwood plywood or OSB sheathing shall conform to requirements of U. S. Product Standard PS 1-66, Construction and Industrial. All plywood or

OSB sheathing which has any edge or surface permanently exposed to weather shall be "EXTERIOR" type.

Where indicated on the Drawings, provide FRT Fire Retardant Treated plywood.

Where indicated on the Drawings, provide PT Preservative Treated plywood.

PRESERVATIVE TREATED WOOD PRODUCTS: Protective pressure treatment of lumber or products shall be .40 pcf retention of chromated copper arsenate as produced by Wolman, Osmose, Boliden or approved equal. Material shall be treatment grade marked, for ground contact, kiln dried not to exceed 19%, and all cut ends shall be coated with the same preservative, at job site during construction.

All lumber products in contact or fastened to concrete, concrete masonry or brick masonry to be preservative treated wood products.

FASTENING DEVICES: Anchors and fasteners for securing wood items, unless noted otherwise, shall meet following requirements:

Bolts:

- Bolts, nuts, studs and rivets shall conform to Federal Specifications FF-B-571a and FF-B-575, as applicable.
- Lag screws or lag bolts: Federal Specification FF-B-561b.
- Toggle Bolts: Federal Specification FF-B-588b.
- Screws: Federal Specification FF-S-111b.
- Nails and Staples: Federal Specification FF-N-105a.

All fastening devices used in exterior or concrete construction shall be hot-dip galvanized.

All fastening devices used in Fire Retardant Treated or Preservative Treated lumber and plywood to be corrosion resistant per manufacturer's recommendations.

Ground Anchorage: Wood plugs or nailing blocks are not acceptable for fastening grounds, furring, or blocking to concrete or masonry. Hardened steel nails, expansion screws, toggle-bolts, metal plugs, or metal inserts, as most appropriate for each type of masonry or concrete construction shall be used.

Explosive-Driven Fastenings: Explosive or powder-driven fastenings may be used only when approved by Architect.

PART 3: EXECUTION

GENERAL REQUIREMENTS FOR FRAMING AND BRACING:

Finish: Unless otherwise indicated, use S4S lumber for all framing members.

Size: Unless otherwise indicated, framing shall conform to nominal size requirements shown on Drawings.

Space framing on 16 inch centers, unless shown otherwise on Drawings.

Install required blocking, bracing, or other framing required for support of built-in equipment,

including casework.

INSTALLATION OF WOOD GROUNDS:

Location: Install permanent and temporary wood grounds as indicated for proper execution of work of all trades. Remove temporary grounds when no longer required.

Fastening: Except as otherwise required for special locations, form grounds of kiln-dried southern yellow pine, 1-1/2 inches wide, and of thickness to properly align related items of work. Securely fasten grounds into position by means of nails, brads, bolts, or other methods that will provide maximum results.

Coordination: Coordinate locations, sizes and fastenings of grounds with work of other trades. When grounds are to provide backing for fastening of grilles, fixtures, louvers, and similar items of work, exercise care in installation of grounds to provide for correct installation of those other items of work.

INSTALLATION OF WOOD BLOCKING:

Location: Install all wood blocking required to provide anchorage for other materials. Form to shapes and sizes as indicated or as may be required to accomplish particular installation. Form blocking of sizes shown or of minimum 2 inch thick nominal material.

At location of wall mounted equipment install 2"x 8" blocking unit between properly located studs at height indicated in Finish Hardware Schedule, or where indicated for wall mounted equipment. Install wood blocking behind all cabinets and toilet accessories as required.

Steel: Blocking in conjunction with steel work shall be bolted to steel with bolts, washers and nuts, countersunk where required.

Roofing: Form blocking in conjunction with gravel stops and built-up roofs to shapes as detailed. Anchor with countersunk bolts, washers and nuts.

Anchorage: Wedge, anchor and align blocking to provide rigid and secure installation of both blocking and other related work.

INSTALLATION OF WOOD FURRING:

Location: Provide all free-standing, suspended, solid-anchored, and other types of wood furring as required for receipt, alignment and complete installation of various types of finishing materials.

Spacing: Space furring members as required. Provide headers and other nailing members within furring framework. Install with faces true to line and plumb, using wood shims as necessary.

Fastening: Install furring into position by whatever means required to provide secure, rigid, and correct installation. When necessary, use nailing plugs, power-actuated anchors, toggle bolts, anchor bolts, washers and nuts, nails, and similar fastenings.

CLEANING UP: At completion, remove all excess materials and all debris resultant from operations of work of this Section. Leave entire work in neat, clean condition, satisfactory for receipt of other related items of work to be installed as part of work of other Sections.

END OF SECTION

RELATED DOCUMENTS:

The general provisions of the Contract, including General and Supplementary Conditions, and General Requirements, and Division 1 specifications that apply to the work specified in this Section.

PART 1 - GENERAL

RELATED WORK SPECIFIED ELSEWHERE:

NONE

DESCRIPTION OF WORK:

Contract work of this Section shall include, but not be limited to providing following:

All sheet metal work required for complete assemblies of items specified at all areas indicated on Drawings, including but not necessarily required:

- All sheet metal work required for moisture control
- Metal base flashings and counterflashings
- Ventilation perforated sheetmetal

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this Section refer to Section 01068.

Standards: Workmanship and methods employed for forming, anchoring, cleating, and expansion and contraction of sheet metal work shall conform to application details and description as indicated in current edition of Architectural Sheet Metal Manual, published by Sheet Metal and Air Conditioning Contractors National Association, Inc. and hereinafter referred to as "SMACNA Manual", unless otherwise noted on Contract Drawings or specified herein.

QUALITY ASSURANCE:

Manufacturers:

Standard: For purposes of designating type and quality for the work under this Section, Drawings, and Specifications are based on products manufactured or furnished by Manufacturers listed under PRODUCTS.

SUBMITTALS:

Shop Drawings: Submit for approval in accordance with GENERAL CONDITIONS.

Details and layout shall show weights, gauges or thicknesses of sheet metal, joints, expansion joint spacing, and procedures to be followed during installation. Indicate bolt size and spacing, nailers or blocking required to be furnished by others for securing work of this Section.

Catalog Cuts: For Standard manufactured items, catalog cuts may be submitted as specified in GENERAL CONDITIONS.

Guarantee: Installation of all items of this Section shall be guaranteed to be leak-free for period of five years from date of acceptance of project. Any repairs or replacements required to maintain waterproof installation shall be done at no cost to Owner.

PRODUCT HANDLING:

Handling and Storage: Damaged items that cannot be restored to like-new condition shall be removed and replaced at no additional cost to Owner.

PART 2 - PRODUCTS

MATERIALS:

Flatwork, Flashings, Copings, Gutters and Gravel Stops: Pre-finished aluminum sheet, minimum yield of 50,000 PSI.

Perforated Sheetmetal: Where indicated on Drawings, provide a ventilated continuous eave trim around all eave perimeters. Provide 16 gauge (.050") thick aluminum perforated sheet metal, with a round hole pattern, 1/8" hole size, holes at 3/16" staggered centers, with 40% open area. Equivalent to McNichols. 800 237-3820, www.mcnichols.com

ACCESSORIES:

General: Provide all accessories or other items essential to completeness of sheet metal installation, though not specifically shown or specified. All such items shall be of same material or compatible to base material to which applied and gauges shall conform to SMACNA Manual recommendations.

Fasteners: All exposed screws, bolts, rivets and other fastenings for sheet metal, unless otherwise noted, shall be pre-finished stainless steel, and of size and type suitable for intended use. All concealed fasteners shall be RUSPERT metal finish coated, 3-layer corrosion protection coating.

Sealant: Elastomeric polyurethane sealant equal to Sonneborn Sonolastic NP-1. Clean all sheet metal surfaces prior to application with xylene and prime with Primer equal to Sonneborn 733 primer. Follow manufacturer's written product installation guidelines, recommendations and instructions. Color to be selected by Architect.

PART 3 - EXECUTION

CONDITION OF SURFACES:

Proper Surfaces: Surfaces to which sheet metal and flashing are applied shall be even, smooth, sound, thoroughly clean and dry and free from projections or other defects that would affect application. Defects shall be corrected by trades involved before installation of sheet metal work.

INSTALLATION:

Workmanship: Fabricate and install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from waves warps, or buckles, match existing work unless shown otherwise. Exposed edges of sheet metal shall be folded back to form 1/2 inch wide hem on side concealed from view. Finished work shall be free from water leakage under all weather conditions.

Fastenings: Unless otherwise indicated or specified, all fastenings shall be concealed. Installation of and joints of all sheet metal work, including fascia claddings, shall be in accordance with recommendations of SMACNA.

END OF SECTION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PART 1: GENERAL

DESCRIPTION OF WORK :

Work of this Section shall require furnishing all labor and materials to provide sealants, non-rated caulking, fire-rated fire caulking, and related primers, including expansion joint fillers, interior and exterior, as shown on Drawings and as specified in this Section.

Caulking and primers required for installation of all work included in Sections for Window Wall, Storefront Systems shall be part of work under that Section and shall be done in accordance with the applicable portions of this Section.

Acoustical caulking for installation of gypsum board is specified in Section 09250.

Required applications of sealants and caulking include, but are not necessarily limited to, following general locations:

- Flashing reglets and retainers.
- Coping Members, Bed and Joints.
- Interior and exterior wall joints around doors and windows perimeters.
- Exterior wall control joints
- Horizontal and vertical interior CMU wall and structural steel joints
- Joints at penetrations of walls, decks and floors by piping and other services and equipment.
- Fire-rated penetrations of walls, decks and floors by piping and other services and equipment.
- Concrete walk and pavement expansion joints
- Exposed interior concrete floor slab control joints

Required applications of joint fillers and gaskets include, but are not necessarily limited to, the following general types of work and locations:

- Expansion joint fillers in structural concrete.
- Exterior wall expansion joint fillers.
- Fire-rated pipe and conduit through penetrations.

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this Section refer to Section 01068.

ASTM E 814 (UL 1479) Standard Tests of Penetration Firestop Systems

ASTM E 1966 (UL 2079) Standard Test Method for Fire Resistive Joint Systems

UL - Underwriters Laboratory

ASTM C 920

Comply with 21 CFR 177.2600 for sealants in contact with food.

LEED SC, U. S. Green Building Council

SCAQMD - South Coast Air Quality Management District

QUALITY ASSURANCE:

Manufacturers:

Standard: For purposes of designating type and quality for the work under this Section, Drawings and Specifications are based on products of Sonneborn BASF Corporation and 3M Corporation.

Source: Products for use on this Project shall be of one Manufacturer, unless noted specifically otherwise.

All sealants shall comply with requirements of the South Coast Air Quality Management District (SCAQMD) Rule #1168.

SUBMITTALS:

Manufacturer's Data: For information only, submit 2 copies of Manufacturer's specifications, installation instructions and recommendations for each type of material required. Include Manufacturer's published data, certifications or laboratory test reports indicating that each material complies with requirements. Show by transmittal that copy of instructions and recommendations has been distributed to installer.

Submit applicable UL Tested Assemblies for each type of fire-rated through penetration and fire-stopping required.

Certifications: Submit written certifications that all primers, backings, and caulking materials are chemically compatible with each other and with the overcoating or topcoating materials.

Submit environmental certifications from Manufacturers of all joint sealant materials products, listing all applicable LEED credits made available by certifications.

Samples:

Caulking and Sealants: Submit samples of interior and exterior caulking compounds and related sealants required for installation. Install 12" samples in the work on site in locations requested by the Architect, for review.

Joint Fillers and Gaskets: Submit 3, 12" long samples of each joint filler or gasket which will be reviewed by Architect for color and texture only. Compliance with all other requirements is exclusive responsibility of Contractor.

Guarantee: Furnish Owner, in care of Architect, guarantee in accordance with requirements of General Conditions for period of three (3) years from date of acceptance of project against defective workmanship and materials, warranting airtightness and water tightness of exterior sealant and installation. Repairs shall be made promptly or material replaced after proper notice at no additional cost to Owner.

PRODUCT HANDLING:

Store and handle materials in strict compliance with Manufacturer's instructions.

Store in original containers until ready for use. Damaged material will be rejected and shall be removed from site.

PART 2: PRODUCTS

JOINT BACKING MATERIAL:

Non-Traffic Joints: Except where otherwise specified, packing shall be closed-cell expanded polyethylene cord or square rod conforming to ASTM D 1752, or closed-cell vinyl type conforming to ASTM D 1667, Grade VE-41.

Floor Joints: Packing shall be closed cell neoprene cord or square rod conforming to ASTM C 509-66T, with minimum shore "A" hardness of 45.

Fire-Rated Through Penetrations: non-combustible rock wool type mineral wool.

NON-RATED CAULKING COMPOUNDS /SEALANTS

Interior Joints: Caulking, other than where sealant is called for, shall be a solvent free, low modulus, one-part silyl-terminated polyether, non-sag sealant. Tack free time shall be minimum 90 minutes. Material shall be butyl-free skinning type, paintable within one hour.

Latex sealants are restricted to use only in non-moving joints in drywall construction.

Sonolastic 150 VLM manufactured by Sonneborn, or approved equal, with 7.24% of post-consumer material recycled content, VOC (volatile organic content) of 2 g/L.

MasterSeal CR-100 two-component self-leveling 100% polyurea control joint filler, for interior exposed and bare concrete floor slab control joints; for Boiler and Mechanical rooms, utility and custodial spaces. Not for use under VCT or carpeting adhered type floor finishes.

Exterior Joints: Caulking for exterior joints other than where other sealant is called for, shall be polyurethane:

Sonneborn NP-1 for walls, with 5% of post-consumer material recycled content, VOC (volatile organic content) of 43 g/L.

Sonneborn NP-2 for walls, with 5% of post-consumer material recycled content, VOC (volatile organic content) when mixed of 53-80 g/L.

Sonolastic SL-1 or SL-2 for concrete expansion joints in non-vehicular traffic areas, with 5% of post-consumer material recycled content, VOC (volatile organic content) maximum of 104 g/L.

Sonomeric 1 for concrete expansion joints in vehicular traffic areas, with 5% of post-consumer material recycled content, VOC (volatile organic content) maximum of 128 g/L.

Approved equivalent products by Tremco or Pecora are acceptable.

PRIMER:

Type: Primer, where required by Sealant Manufacturer, shall be solution or compound designed to insure adhesion of sealant and shall be compatible with sealant.

Source: Material shall be provided by Sealant or Caulking Manufacturer and shall be selected for compatibility with sealant, with substrate and shall be non-staining.

PRODUCT COMPATIBILITY: All primer, backing, and caulking materials shall be chemically compatible with each other for use as an assembly, and with all surfaces in contact with these materials.

FIRE BARRIER SEALANTS

All fire caulk sealants used for fire barriers shall have been tested and passed the criteria of ASTM E 814 (UL 1479) Standard Tests of Penetration Firestop Systems, ASTM E 1966 (UL 2079) Standard Test Method for Fire Resistive Joint Systems and CAN/ULC-S115 Standard Method of Fire Tests of Firestop Systems. All fire caulk sealants shall meet the requirements of the IBC, IRC, IPC, IMC, NFPA 5000, NEC (NFPA 70), NFPA 101 and NBCC. All fire caulks shall be listed in a tested and published through penetration UL assembly.

3M Fire Barrier Sealant FD 150+: one-component, gun grade, latex based elastomeric sealant. Paintable and repairable; firestops construction joints, and through penetrations. Not acceptable for use with CPVC pipe. VOC (volatile organic content) of <250 g/L.

3M Fire Barrier Silicone Sealant 2000+: one-component, gun grade, natural cure silicone elastomer based sealant; firestops dynamic construction joints, through penetrations, static construction joints, and blank openings. Non-paintable. VOC (volatile organic content) of <32 g/L.

3M Fire Barrier Sealant CP 25WB+: High-performance, one-component, gun-grade, latex-based, intumescent sealant. Paintable, firestops and seals single or multiple through penetrations, blank openings, and static construction joints. Not acceptable for use with CPVC pipe. VOC (volatile organic content) of <1 g/L.

3M Fire Barrier Water Tight Sealant 3000WT: High-performance, one-component, neutral cure, intumescent silicone sealant. Fully cured acts as barrier to water leakage, repairable, firestops single and multiple through penetrations, bottom-of-wall static construction joints, blank openings, VOC (volatile organic content) of <31 g/L.

Provide 3M Ultra GS Wrap Strip where required by the through penetration assembly.

PART 3: EXECUTION

Proper Surfaces: Material in contact with sealant shall be dry, full cured, and free of laitance, loose aggregate, form release agents, curing compounds, water repellents and other surface treatment that would be detrimental to adhesion of sealant.

Masonry shall be cleaned and joints raked to proper depth to receive back-up and sealant.

Concrete shall be finished joints cleaned and fins removed.

Curing: Joints in masonry, concrete and stucco work shall not be sealed until substrate has cured minimum of 28 days.

PREPARATION:

Joint Cleaning: Clean all joints thoroughly, and blow out or vacuum loose particles from joints. Surfaces with protective coatings (such as aluminum) shall be wiped with xylol or methyl ethyl ketone solvent to remove protective coatings and oil deposits.

Sheet Metal: New sheet metal shall be wiped down with copper sulphate solution or with strong acetic acid solution to etch the zinc coating and remove oil and foreign matter from surface.

Joint Design: Coordinate work of other trades so that shape of joint, dimensions, and anticipated movement shall conform to following: (Comply with manufacturer's joint design requirements)

Minimum Width: Opening not less than 1/4" wide.

Minimum Depth: Opening not less than 1/8" deep.

Maximum Movement: The width of the opening shall be at least 4 times its maximum movement.

Width Depth Ratio: Comply with manufacturer's joint design requirements. Unless otherwise required, the depth of the sealant shall be no greater than the width. Depth should be more than 1/8" and not more than 1/2" deep, unless otherwise required by manufacturer.

All caulking joints shall be recessed openings. "Fillet" type caulking into corners will not be acceptable.

Joint Packing: Packing shall be installed in all joints to receive sealant. Packing shall be sized to require 20% to 50% compression upon insertion, and placed in accordance with "Joint Design" paragraph. (In joints not of sufficient depth to allow packing, install polyethylene bond-breaking tape at back of joint). Avoid lengthwise stretching of packing material.

Masking: Apply masking tape where required to protect adjacent surfaces. Adhere tape in continuous strips in alignment with joint edge, and remove immediately after joints have been sealed and tooled.

INSTALLATION:

Application of sealants shall be as recommended by Sealant Manufacturer. Work shall be done with standard handguns or mechanical guns. Extrude sealant through nozzles of such diameter as to allow full bead of material to run into joint, but not to exceed width of joint. Force sealant into joint by tooling to insure full contact with sidewalls and backing.

Locations: Use sealants in locations hereinbefore specified for joints as specified.

Joint Finishing: Unless otherwise indicated, all joints in horizontal surfaces shall be finished flush, all joints in vertical surfaces shall be finished slightly concave in shape. Use tooling stick or knife to strike off excess material, and properly shape bead. Use xylol or toluene to prevent sealant from adhering to tooling stick. Finished bead shall be smooth, even, and free from all wrinkling, air pockets, and foreign matter.

Install expansion joint filler as recommended by Manufacturer. Filler shall be size recommended by Manufacturer for use in the expansion joint erected and shall be installed with special tool and adhesive-lubricant.

CLEAN-UP:

Excess Material: Remove all excess material adjacent to joint by mechanical means and/or with solvent (such as xylol or toluol). Leave work in neat and workmanlike manner.

END OF SECTION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PART 1: GENERAL

RELATED DOCUMENTS

Section 08418 Aluminum Storefront Framing
Section 08700 Door Hardware

DESCRIPTION OF WORK

The extent of each type of door and frame is shown on the Drawings and Schedules.

The following types of doors and frames are required:

1. SL-17 FRP fiberglass/aluminum flush doors, with 2"x5" Aluminum Frames
2. SL-14 FRP fiberglass/aluminum/glass monumental medium stile and rail doors with FRP mid-panel, with 2"x5" Aluminum Frames. (Matching Existing)
3. FRP panels and mid-panels
4. Insert frames
5. Frame capping systems
6. Door hardware
7. Built-In Concealed Electronic Access Control Devices

SYSTEM PERFORMANCE

Provide door assemblies that have been designed and fabricated to comply with requirements for system performance characteristics listed below and as indicated on Drawings, as demonstrated by testing manufacturer's corresponding standard systems according to test methods designated.

Thermal Transmission (exterior doors): "U" value of not more than 0.09 (BTU/Hr. x sf x degrees F.) per AAMA 1503.01.

NFPA 80-16: Standard for fire Doors and Other Opening Protectives.

UL 10B: Standard for Fire Tests of Door Assemblies

UL 10C: Standard for Positive Pressure Fire Tests of Door Assemblies

NFPA 252: Fire Tests of Door Assemblies

Flame Spread/Smoke Developed: Provide FRP doors and panels with the following ratings in according with ASTM E 84: Flame Spread: Not greater than 170 (Class C). Smoke Developed: Not greater than 390 (Class C).

Class A option for flame spread and smoke developed rating on interior faces of exterior panels and both faces of interior panel as shown. Flame spread no greater than 15, smoke developed no greater than 310 per ASTM E-84.

Additional Criteria: Provide FRP doors and panels with the following performance: ASTM D 256 ♂ nominal value of 20.0 ASTM D 570 ♂ nominal value of .20 to .40% ASTM D 2583 ♂ nominal value of 50

Abrasion Resistance: Face sheet to have no greater than .029 average weight loss percentage after Taber Abrasion Test ♂ 25 cycles at 500 gram weight with H-18 wheel.

Stain Resistance: Face sheet to be unaffected after 24 hour exposure to SVS-1 white spray enamel. Must retain DE of .57 or less with MacBeth Colorimeter. Dark Brown (Bronze) FRP to be used as a basis.

Chemical Resistance: Face sheet to be unaffected after 4 hour exposure to acetic acid (10% solution), acetone, sodium hypochlorite (5.25% solution) and hydrochloric acid (10% solution). No discoloration or panel damage will be allowed.

QUALITY ASSURANCE

Standards: Comply with the requirements and recommendations in applicable specification and standards by AAMA, except to the extent more stringent requirements are indicated.

References:

- A. [AAMA 1304](#) – Voluntary Specification for Forced Entry Resistance of Side-Hinged Door Systems.
- B. [AAMA 1503-98](#) – Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.
- C. [ANSI A250.4](#) – Test Procedure and Acceptance Criteria for Physical Endurance of Steel Doors and Hardware Reinforcing.
- D. [ASTM-B117](#) – Standard Practices for Operating Salt Spray (Fog) Apparatus.
- E. [ASTM-B209](#) – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- F. [ASTM-B221](#) – Standard Specification for Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- G. [ASTM-C518](#) – Standard test Method for Steady-State Thermal Transmission Properties by Means of Heat Flow Meter Apparatus.
- H. [ASTM-D256](#) – Standard Test Methods for Determining the Pendulum Impact Resistance of Plastics.
- I. [ASTM-D570](#) – Standard Test Method for Water Absorption of Plastics.
- J. [ASTM-D638](#) – Standard Test Method for Tensile Properties of Plastics.
- K. [ASTM-D790](#) – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- L. [ASTM-D1621](#) – Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
- M. [ASTM-D1622](#) – Standard Test Method for Apparent Density of Rigid Cellular Plastics.
- N. [ASTM-D1623](#) – Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics.
- O. [ASTM-D2126](#) – Standard Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging.
- P. [ASTM-D2583](#) – Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
- Q. [ASTM-D3029](#) – Test Methods for Impact Resistance of Flat Rigid Plastic Specimens by Means of a Tup (Falling Weight) (Withdrawn 1995) (Replaced by ASTM-D5420).
- R. [ASTM-D5116](#) – Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/ Products.

- S. [ASTM-D5420](#) – Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact).
- T. [ASTM-D6670](#) – Standard Practice for Full-Scale Chamber Determination of Volatile Organic Emissions from Indoor Materials/ Products.
- U. [ASTM-E84](#) – Standard Test Method for Surface Burning Characteristics of Building Materials.
- V. [ASTM-E90](#) – Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
- W. [ASTM-E283](#) – Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- X. [ASTM-E330](#) – Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- Y. [ASTM-E1886](#) – Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
- Z. [ASTM-E1996](#) – Standard Specification for Performance of Exterior Windows, Glazed Curtain Walls, Doors and Storm Shutters Impacted by Wind Borne Debris in Hurricanes.
- AA. [ASTM-F476](#) – Standard Test Methods for Security of Swinging Door Assemblies.
- BB. [ASTM-F1642-04](#) – Standard Test Method for Glazing Systems Subject to Air Blast Loading.
- CC. [NWWDA T.M. 7-90](#) – Cycle Slam Test Method.
- DD. [NFRC 100](#) – Procedure for Determining Fenestration Products U-Factors.
- EE. [NFRC 400](#) – Procedure for Determining Fenestration Products Air Leakage.
- FF. [TAS 201](#) – Impact Test Procedures.
- GG. [TAS 202](#) – Criteria for Testing Impact & Nonimpact Resistant Building Envelope Components Using Uniform Static Air Pressure.
- HH. [TAS 203](#) – Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.

Performance: A minimum ten (10) year record of production of frames, doors and panels and completion of similar projects in type and size.

Instruction: The manufacturer or his representative will be available for consultation to all parties engaged in the project including instruction to installation personnel.

Field Measurement: Field verify all information prior to fabrication and furnishing of materials. Furnish and install materials omitted due to lack of verification at no additional cost to owner.

Regulation and Codes: Comply with the current edition in force at the project location of all local, state and federal codes and regulations, including the Americans with Disabilities Act of 1992.

SYSTEM PERFORMANCE

- A. Completed assemblies shall comply with all current NC Building code requirements.
- B. All test unit sizes and configurations shall conform to: Florida High Velocity Hurricane Zone (HVHZ) Protocols, ICC Compliant ASTM E 1886, ASTM E 1996, all requirements of TAS 201, TAS 202, and TAS 203.
- C. Door and Aluminum Tube Frame Assembly.
 - 1. Physical Endurance, ANSI A250.4: 25,000,000 Cycles, No Damage.
 - 2. Salt Spray, ASTM-B117: 500 hours minimum exposure.
 - 3. Air Leakage, NFRC 400, ASTM-E283.
 - a. Opaque Swinging Door (< than 50% glass)
 - 1. 0.01 cfm/sqft @ 1.57 psf.
 - 2. 0.01 cfm/sqft @ 6.24 psf.
 - b. Commercially Glazed Swinging Entrance Door (> than 50% glass)

1. 0.38 cfm/sqft @ 1.57 psf.
2. 0.73 cfm/sqft @ 6.24 psf.
4. Structural Performance, ASTM E-330.
 - a. Single or Pair of Doors, 8'4" x 8'2" overall size, single point latching.
 1. ± 75 psf design pressure, pass.
5. Impact and Cycle Test, ASTM-E1886.
 - a. Single or Pair of Doors, 6'8" x 7'8" overall size, 3-point latching.
 1. 9 lbs. missile @ 50 fps, minimum 3 impacts, no rips, tears, or penetrations.
 2. ± 75 psf design pressure, pass.
6. Forced Entry, AAMA 1304.
 - a. Single or Pair of Doors, 6'8" x 7'8" overall size, 3-point latching.
 1. 300lb Pull Test, pass.
7. Impact Test, TAS 201.
 - a. Single or Pair of Doors, 6'8" x 7'8" overall size, 3-point latching.
 1. 9 lbs. missile @ 50 fps, minimum 3 impacts, no rips, tears, or penetrations.
8. Static Air Pressure, TAS 202.
 - a. Single or Pair of Doors, 6'8" x 7'8" overall size, 3-point latching.
 1. ± 65 psf design pressure, pass.
 2. Forced Entry, 300lb Pull Test, pass.
9. Cyclic Wind Pressure Loading, TAS 203.
 - a. Single or Pair of Doors, 6'8" x 7'8" overall size, 3-point latching.
 1. ± 65 psf design pressure, pass.
10. Security Test, ASTM-F476: Minimum Grade 40.
11. Blast Test, ASTM-F1642.
 - a. 6 psi @ 45 psi-msec, minimal hazard, operable.
- D. Door and Thermally Broken Aluminum Frame Assembly.
 1. Thermal Transmittance, NFRC 100.
 - a. Opaque Swinging Door (< than 50% glass)
 1. U-Factor = 0.31 Btu/hr-ft²-°F.
 - b. Commercially Glazed Swinging Entrance Door (> than 50% glass)
 1. U-Factor = 0.64 Btu/hr-ft²-°F.
 2. Air Leakage, NFRC 400, ASTM-E283.
 - a. Opaque Swinging Door (< than 50% glass)
 1. 0.01 cfm/sqft @ 1.57 psf.
 2. 0.01 cfm/sqft @ 6.24 psf.
 - b. Commercially Glazed Swinging Entrance Door (> than 50% glass)
 1. 0.38 cfm/sqft @ 1.57 psf.
 2. 0.73 cfm/sqft @ 6.24 psf.
 3. Sound Transmission, ASTM-E90: STC = 30, OITC = 29.
- E. Door and AF-150 Frame Assembly.
 1. Thermal Transmittance, NFRC 100.
 - a. Opaque Swinging Door (< than 50% glass)
 1. U-Factor = 0.32 Btu/hr-ft²-°F.
 - b. Commercially Glazed Swinging Entrance Door (> than 50% glass)
 1. U-Factor = 0.57 Btu/hr-ft²-°F.
 2. Air Leakage, NFRC 400, ASTM-E283.
 - a. Opaque Swinging Door (< than 50% glass)
 1. 0.12 cfm/sqft @ 1.57 psf.
 2. 0.06 cfm/sqft @ 6.24 psf.
 - b. Commercially Glazed Swinging Entrance Door (> than 50% glass)
 1. 0.04 cfm/sqft @ 1.57 psf.
 2. 0.14 cfm/sqft @ 6.24 psf.
- F. Door and Hollow Metal Steel Frame.

1. Cycle Slam, NWWDA T.M. 7-90.
 - a. 5,000,000 cycles.
 1. No Operational Damage.
 2. No Hinge Separation.

SUBMITTALS

Product Data: Submit Manufacturers product data, specifications and instructions for each type of door and frame required in accordance with Section 01340 and the following:

1. Include details of core, stile and rail construction, trim for lites and all other components.
2. Include details of finish hardware mounting.
3. Include samples of each aluminum alloy to be used on this project. Where normal finish color and texture variations are expected, include two or more samples to show the range of such variations.
4. Include one sample of typical fabricated section, showing joints, fastenings, quality of workmanship, hardware and accessory items before fabrication of the work proceeds.
5. Product Data and details: Concealed proximity reader

Testing and Evaluation Reports.

Submit testing reports and evaluations provided by manufacturer conducted by and accredited independent testing agency certifying doors and frames comply with specified performance requirements listed

Submit Shop Drawings for the fabrication and installation of the doors and frames, and associated components. Details to be shown full scale. Include glazing details and finish hardware schedule.

PRODUCT DELIVERY, STORAGE AND HANDLING

Deliver materials to job site in their original, unopened packages with labels intact. Inspect materials for damage and advise manufacturer immediately of any unsatisfactory materials.

Package door assemblies in individual corrugated cartons so no portion of the door has contact with the outer shell of the container. Package and ship frames preassembled to the greatest possible extent.

PROJECT GUARANTEE

Provide a written guarantee signed by manufacturer, installer and contractor, agreeing to replace, at no cost to the owner, any doors, frames or factory hardware installation which fail in materials or workmanship, within the guarantee period. Failure of materials or workmanship includes: excessive deflection, faulty operation of entrances, deterioration of finish or construction in excess of normal weathering and defects in hardware installation. The minimum time period of guarantee is ten (10) years from acceptance.

PART 2: PRODUCTS

DOORS

Manufacturer: Subject to compliance with requirements, provide products of the following:

1. SL-17 flush FRP/aluminum door with SpecLite3E as manufactured by Special-Lite, Inc., Decatur, Michigan.
2. SL-14 Monumental Medium Stile FRP/glass/aluminum door with 12" SL-484 FRP Mid-Panel, with SpecLite3E as manufactured by Special-Lite, Inc., Decatur, Michigan.

Other acceptable manufacturers are:

1. Extrudart Products, Inc.
2. Cline Aluminum Doors, Inc.
3. Other pre-approved manufacturers.

MATERIALS AND ACCESSORIES

Aluminum Members: Alloy and temper as recommended by manufacturer for strength, corrosion resistance and application of required finish and control of color; ASTM B 221 for extrusions, ASTM B 209 for sheet/plate with aluminum wall thickness of 0.1259.

Components: Furnish door and frame components from the same manufacturer.

Splitting of door and frame components is not permitted.

Fasteners: Aluminum, non-magnetic stainless steel or other non-corrosive metal fasteners, guaranteed by the manufacturer to be compatible with the doors, frames, stops, panels, hardware, anchors and other items being fastened. For exposed fasteners (if any) provide Phillips head screws with finish matching the item to be fastened.

Glazing Gaskets: For glazing factory-installed glass, and for gaskets which are factory-installed in Captive assembly of glazing stops, manufacturers standard stripping of molded neoprene, complying with ASTM D 2000 (designation 2BC415 to 3BC620), or molded PVC complying with ASTM C 509 Grade 4

Weather stripping: Manufacturer's standard pile type in replaceable rabbets for stiles; manufacturer's standard EPDM bulb type in doorframes.

Hardware:

ADA Compliant:

- a. Hardware as scheduled on drawings and specified in 08700 unless otherwise noted herein
- b. Heavy-Duty 3/8" adjustable continuous hinge: Pemko, McKinney, or Select Products.
- c. Removable mullion at pairs of doors: Von Duprin, keyed operation.
- d. SL-84 integral recessed door pull (MATCH EXISTING)

Electronic Access Control (EAC) Devices:

- a. Access Control Reader: Special-Lite provided low profile proximity card reader; internally mounted. Factory prepped and installed within door, concealed behind fiberglass panel skins of door mid-rail panels. Provide HID Thinline II reader device or equivalent. Requires the use of a frame to door EPT, Special-Lite factory prepped for and provided.

- b. Provide 10-year warranty for access control reader device and installation.

FABRICATION

Sizes and Profiles: The required sizes for door and frame units, and profile requirements are shown on the drawings.

Coordination of Fabrication: Field measure before fabrication, and show recorded measurements on final shop drawings.

Complete the cutting, fitting, forming, drilling and grinding of all metal work prior to assembly.

Remove burrs from cut edges, and ease edges and corners to a radius of approximately 1/649.

No welding of doors or frames is acceptable.

Maintain continuity of line and accurate relation of planes and angles. Secure attachments and support at mechanical joints, with hairline fit at contacting members.

FIBERGLASS REINFORCED POLYESTER FRP FLUSH DOORS

Materials and Construction:

1. Construct SL-17 1 3/4" thickness doors of 6063-T5 aluminum alloy stiles and rails minimum 2 5/169 depth. Construct with mitered corners and provide joinery of 3/89 diameter full width tie rods through extruded splines top and bottom as standard .1259 tubular shaped stiles and rails reinforced to accept hardware as specified. Provide hex type aircraft nuts for joinery without welds, glues or other methods for securing internal door extrusions. Furnish integral reglets to accept face sheet to permit a flush appearance. Rail caps or other face sheet capture methods are not acceptable.
2. Construct SL-14 1 3/4" thickness doors of 6063-T5 aluminum alloy stiles and rails 3 1/2" width minimum. Construct with mitered corners and provide joinery of 3/89 diameter full width tie rods through extruded splines top and bottom as standard .1259 tubular shaped stiles and rails reinforced to accept hardware as specified. Provide hex type aircraft nuts for joinery without welds, glues or other methods for securing internal door extrusions. Furnish integral reglets to accept mid-rail panel face sheet to permit a flush appearance. Rail caps or other face sheet capture methods are not acceptable.
3. Extrude top and bottom rail legs for interlocking continuous rigidity weather bar. Lock face sheet material in place with extruded interlocking edges to be flush with aluminum stiles and rails.
4. Door FRP face sheeting: .1209 thickness fiberglass reinforced polyester. SL-17 flush doors with an abuse resistant engineered surface of the standard colors: to be selected from manufacturers standard selection, minimum selection as follows: white, light gray, red, blue, green, beige, dark gray, dark bronze, black.

12" Mid-rail panel FRP face sheeting: .1209 thickness fiberglass reinforced polyester. SL-14 monumental FRP/aluminum/glass doors with an abuse resistant engineered surface of the standard colors: to be selected from manufacturers standard selection, minimum selection as follows: white, light gray, red, blue, green, beige, dark gray, dark bronze, black. MATCH EXISTING

- a. Standard Interior and Exterior Class C 0.120" thick, pebble texture, through color with SpecLite 3® integral surfaseal film FRP sheet.

- b. Flexural Strength, ASTM-D790: 21 x 103 psi.
 - c. Flexural Modulus, ASTM-D790: 0.7 x 106 psi.
 - d. Tensile Strength, ASTM-D638: 13 x 103 psi.
 - e. Tensile Modulus, ASTM-D638: 1.2 x 106 psi.
 - f. Barcol Hardness, ASTM-D2583: 55.
 - g. Izod Impact, ASTM-D256: 14.0 ft-lb/in.
 - h. Gardner Impact Strength, ASTM-D5420: 120 in-lb.
 - i. Water Absorption, ASTM-D570: 0.20%/24hrs at 77°F.
 - j. Surface Burning, ASTM-E84: Flame Spread ≤ 200, Smoke Developed ≤ 450.
 - k. Taber Abrasion Resistance, Taber Test: 0.007% Max Wt. Loss, cs-17 wheels, 1000g. Wt., 25 cycles.
 - l. Chemical Resistance.
 - m. Excellent Rating.
 - n. Acetic Acid, Concentrated.
 - o. Acetic Acid, 5%.
 - p. Bleach Solution.
 - q. Detergent Solution.
 - r. Distilled Water.
 - s. Ethyl Acetate.
 - t. Formaldehyde.
 - u. Heptane.
 - v. Hydrochloric Acid, 10%.
 - w. Hydrogen Peroxide, 3%.
 - x. Isooctane.
 - y. Lactic Acid, 10%.
5. Core of Door Assembly: Minimum five pounds per cubic foot density poured-in-place polyurethane free of CFC. Minimum 'R' value of 11. Ballistic rating is as indicated. Meeting stiles on pairs of doors and bottom weather bar with nylon brush weather stripping.
6. Manufacture doors with cutouts for glass vision lites, louvers or FRP panels as scheduled. Factory furnish and install all glass, louvers and panels prior to shipment.
7. Pre-machine doors in accordance with templates from the specified hardware manufacturers and approved hardware schedule, including built-in and concealed Electronic Access Control devices. Factory install hardware and devices.

LOUVERS

Special-Lite inverted 'Y' louver, clear anodized.

FRAMING SYSTEMS

Aluminum Tubular Framing:

1. Framing system from the door manufacturer of the size and type shown on Drawings, widths to match adjacent storefront framing sizes, with .1259 minimum wall thickness and type 6063-T5 aluminum alloy. .6259 high applied doorstops with screws and weather stripping. Frame members are to be box type with four (4) enclosed sides. Open back framing will not be acceptable.
2. Caulk joints before assembling frame members. Secure joints with fasteners and provide a hairline butt joint appearance. Prefit doors to frame assembly at factory prior to shipment. Field fabrication of framing using Stick material is not acceptable.
3. Applied stops for side, transom and borrowed lites and panels, with fasteners exposed on interior or unsecure portion only. Pre-machine and reinforce frame members for

hardware in accordance with manufacturer's standards and the approved hardware schedule.

4. Install with anchors appropriate for wall conditions to anchor framing to wall materials. A minimum of five anchors up to 7849 on jamb members, and one additional anchor for each foot over 7849. Secure head and sill members of transom, side lites and similar conditions.
5. Factory pre-assemble side lites to the greatest extent possible, and mark frame assemblies according to location.

Insert Framing Systems:

1. Model: SL-1031, SL-1032 or SL-1034.
2. Insert frame as shown, using an integral stop fitted with weather stripping.
3. Corner joints of miter design, secure with furnished aluminum clips, and screw into place.
4. Reinforce and pre-machine insert frame members for hardware in accordance with manufacturer's standards and the approved hardware schedule.
5. Anchors of a suitable type to fasten insert framing to existing frame materials, using a minimum of five anchors on jambs up to 7849 height, three on headers. One additional anchor for each additional lineal foot of frame.

Frame Capping:

1. Model: SL-70
2. .0939 wall thickness capping as indicated on drawings with insert frame as shown. Finish of capping to match framing.

GLAZING

Design system for Glass:

1. Manufacturers standard flush glazing system of recessed channels and captive glazing gaskets or applied stops as shown.
2. Allow for thermal expansion on exterior units.
3. Provide glass as specified in 08800 and shown, factory glazed into doors.

Security Grate Option: Security grate model SL-349 as manufactured by Special-Lite, Inc., Decatur, Michigan.

FINISHES

Anodized Surfaces: Clear, Class I, 0.7 mils.

PART 3: EXECUTION

INSTALLATION

Comply with manufacturers recommendations and specifications for the installation of the doors and frames. Factory install hardware, glass and louvers in doors. Factory assemble side lites and transoms to the greatest extent possible.

Set units plumb, level and true to line, without warp or rack of doors or frames. Anchor securely in place. Separate aluminum and other metal surfaces with bituminous coatings or other means as approved by architect.

Set thresholds in a bed of mastic and backseal.

Clean surfaces promptly after installation of doors and frames, exercising care to avoid damage to the protective coatings.

Ensure that the doors and frames will be without damage or deterioration (other than normal weathering) at the time of acceptance.

Provide owner with all adjustment tools and instruction sheets. Arrange an inservice session to owner at owner's convenience. Provide a minimum one-year written guarantee on all labor related to this section. Any workmanship, which is defective or deficient, shall be corrected to the owner's satisfaction and at no additional cost to the owner.

END OF SECTION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PART 1: GENERAL

Furnish all necessary materials, labor, and equipment for the complete assembly installation of the aluminum swing doors, door frames, hardware, and storefront framing system as shown on the drawings and specified herein.

1.01 SUMMARY

A. Section Includes: Aluminum Swing Doors, including:

1. YKK AP Series 50H Wide Stile Impact Resistant and Blast Mitigating Heavy Duty Swing Doors Entrances.
2. Cline Aluminum Heavy-Duty Screen Door.

B. Related Sections:

1. Glass and Glazing: Refer to Division 8 Glass and Glazing Section for glass and glazing requirements.
2. Aluminum Storefront Systems Section 08418.
3. Finish Hardware Section 08700

1.02 SYSTEM PERFORMANCE DESCRIPTION

A. Completed assemblies shall comply with all current NC Building code requirements.

B. All test unit sizes and configurations shall conform to: Florida High Velocity Hurricane Zone (HVHZ) Protocols, ICC Compliant ASTM E 1886, ASTM E 1996, all requirements of TAS 201, TAS 202, and TAS 203.

A. Performance Requirements: Provide aluminum swing doors that comply with performance requirements indicated, as demonstrated by testing manufacturers assemblies in accordance with test methods indicated.

1. Air Infiltration (Single Acting Butt Hinges or Offset Pivots): Air infiltration shall be tested in accordance with ASTM E 283 at static pressure of 1.57 PSF (75 Pa). Infiltration shall not exceed the following:
 - a. Pair of Doors: 1.00 CFM/SQ. FT.
 - b. Single Doors: 0.50 CFM/SQ. FT.
2. Water Infiltration: No uncontrolled water other than condensation on indoor face of any component tested in accordance with ASTM E 331 at a test pressure differential of 10.5 psf (503 Pa). Water test to be performed immediately after design pressure test. Standard 50H Entrances are intended for 1st floor applications.
3. Structural: Door corner structural strength shall be tested per YKK AP's dual moment test procedure and certified by an independent testing laboratory to ensure corner

integrity and weld compliance. Certified test procedures and results are available upon request.

4. Structural Uniform Load Test:

1. Doors Positive Pressure:

- a. 90 psf – For Air Only Threshold.
- b. 70 psf - For Air and Water Threshold.

2. Negative Pressure: 90 PSF

5. Forced Entry Resistance: Tests performed simultaneously with 300 lb. forces applied to the active door panel within 3" of the locks in the direction that would tend to open the door while 150 lb. forces are applied in both perpendicular directions to the 300 lb. force simultaneously.

1.03 PROJECT CONDITIONS / SITE CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication: show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

1.04 SUBMITTALS

- A. General: Prepare, review, approve, and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Sections. Product data, shop drawings, samples, and similar submittals are defined in "Conditions of the Contract."
- B. Product Data: Submit product data for each entrance series specified
- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, and finish colors.
- D. Samples: Submit verification samples for colors. Minimum 2-1/2 inch by 3 inch (61 mm by 73 mm) samples on actual aluminum substrates indicating full color range expected in installed system.
- E. Quality Assurance / Control Submittals:
- 1. Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical properties.
 - 2. Installer Qualification Data: Submit installer qualification data.
- F. Closeout Submittals:
- 1. Warranty: Submit executed warranty documents specified herein, endorsed by YKK AP authorized official and installer.
 - a. Warranty Period: Manufacturer's one (1) year standard warranty commencing on the substantial date of completion for the project provided that the warranty, in no event, shall start later than six (6) months from the date of shipment by YKK AP America Inc.

2. Project Record Documents: Submit project record documents, including operation and maintenance data for installed materials in accordance with Division 1 Project Closeout (Project Record Documents) Section.

- a. Maintenance Data: Maintenance procedures for care and cleaning of entrance systems.

PART 2: PRODUCTS

2.01 MANUFACTURERS (Acceptable Manufacturers/Products)

A. Entrance Door Acceptable Manufacturers:

1. YKK AP America Inc., Austell, GA 30168, Telephone: (678) 838-6000
2. Old Castle Model Equivalent
3. EFCO Model Equivalent

B. Aluminum Screen Doors: Series 400SE Heavy-Duty Screen Door by Cline Aluminum Doors, Inc.

C. Aluminum Storefront Entrance Door Products:

1. Wide Stile Swing Doors: YKK AP Model 50H Wide Stile Impact Resistant and Blast Mitigating Entrance Swing Doors with 6" mid-rail.
 - a. Description: 2 3/8" thick door x 5" Wide Door Stiles
2. Corner Construction: Fabricate door corners joined by concealed reinforcement secured with screws, and sigma deep penetration welding.
3. Glazing Stops: Manufacturer's standard snap-in glazing stops with EPDM glazing gaskets to prevent water infiltration.
4. Weather stripping: Manufacturer's standard pile type in replaceable rabbets for stiles; manufacturer's standard EPDM bulb type in doorframes.

D. Required Hardware: ADA Compliant:

- a. Aluminum Threshold: Pemko 2005AV, or equivalent by National Guard or Hagar.
- b. Weather stripping – perimeter wool pile: National Guard, Pemko, or Hager.
- c. Continuous door sweep with drip – Pemko 345-V, or equivalent.
- d. Push/Pull unless exit device indicated on Door Schedule.
- e. Heavy-duty Continuous Hinge: Pemko, McKinney, or Select Products.
- f. Removable mullion at pairs of doors: Von Duprin; keyed operation.

2.02 MATERIALS

- #### **A. Extrusions: ASTM B 221 (ASTM B 221M), 6063-T5 Aluminum Alloy.**

B. Aluminum Sheet:

1. Anodized Finish: ASTM B 209 (ASTM B 209M), 5005-H14 Aluminum Alloy, 0.050 inch (1.27 mm) minimum thickness.
2. Painted Finish: ASTM B 209 (ASTM B 209M), 3003-H14 Aluminum Alloy, 0.080 inch (1.95) mm) minimum thickness.

2.03 ACCESSORIES

A. Manufacturer's Standard Accessories:

1. Fasteners: Zinc plated steel concealed fasteners; Hardened aluminum alloys or AISI 300 series stainless steel exposed fasteners, countersunk, finish to match aluminum color.
2. Sealant: Non-skinning type, AAMA 803.3.
3. Glazing: Setting blocks, edge blocks, and spacers in accordance with ASTM C 864, shore durometer hardness as recommended by manufacturer; Glazing gaskets in accordance with ASTM C 864.

2.04 RELATED MATERIALS (Specified In Other Sections)

- A. Glass: Refer to Division 8 Glass and Glazing Section for glass materials.

2.05 FABRICATION

- A. Shop Assembly: Fabricate and assemble units with joints only at intersection of aluminum members with uniform hairline joints; rigidly secure, and sealed in accordance with manufacturer's recommendations.

1. Hardware: Drill and cut to template for hardware. Reinforce frames and door stiles to receive hardware in accordance with manufacturer's recommendations.
2. Welding: Conceal welds on aluminum members in accordance with AWS recommendations or methods recommended by manufacturer. Members showing welding bloom or discoloration on finish or material distortion will be rejected.

B. Fabrication Tolerances:

1. Material Cuts: Square to 1/32 inch (0.8 mm) off square, maximum, over largest dimension; proportionate amount of 1/32 inch (0.8 mm) on other two dimensions.
2. Maximum Offset: 1/64 inch (0.4 mm) in alignment between two consecutive members in line, end to end.
3. Maximum Offset: 1/64 inch (0.4 mm) between framing members at glazing pocket corners.
4. Joints (Between adjacent members in same assembly): Hairline and square to adjacent member.
5. Variation (In squaring diagonals for doors and fabricated assemblies): 1/16 inch (1.6 mm).

6. Flatness (For doors and fabricated assemblies): +/- 1/16 inch (1.6 mm) off neutral plane.

2.06 FINISHES AND COLORS

A. Anodized Finish: YKK AP AMERICA Anodized Finish

1. Dark Bronze: YKK AP YB5N with clear protective composite coating.

B. Finishing: Prepare aluminum surfaces for specified finish; apply shop finish in accordance with the following:

1. Anodized Coating: Electrolytic color coating followed by an organic seal applied in accordance with the requirements of AAMA 612-02. Aluminum extrusions shall be produced from quality-controlled billets meeting AA-6063-T5.
 - a. Exposed surfaces shall be free of scratches and other serious blemishes.
 - b. Extrusion shall be given a caustic etch followed by an anodic oxide treatment and sealed with an organic electrodeposition applied protective top coating.
 - c. The anodized coating shall comply with all the requirements of AAMA 612-02; Voluntary Specifications, Performance Requirements and Test Procedures for Combined Coatings of Anodic Oxide and Transparent Organic Coatings on Architectural Aluminum. Testing shall demonstrate the ability of the finish to resist damage from mortar, salt spray, and chemicals commonly found on construction suites, and to resist the loss of color and gloss.
 - d. Overall coating thickness for finishes shall be a minimum of 0.7 mils.

C. Finishes Testing:

1. Apply 0.5% solution NaOH, sodium hydroxide, to small area of finished sample area; leave in place for sixty minutes; lightly wipe off NaOH; Do not clean area further.
2. Submit samples with test area noted on each sample.

D. Anodized Finish Warranty: 10-year warranty commencing on Date of Substantial Completion.

PART 3: EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS / RECOMMENDATIONS

- #### **A. Compliance:** Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions.

3.02 EXAMINATION

- #### **A. Site Verification of Conditions:** Verify conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions.
1. Verify location of preset anchors, perimeter fasteners, and block-outs are in accordance with shop drawings.

3.03 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.
 - 1. Aluminum Surface Protection: Protect aluminum surfaces from contact with lime, mortar, cement, acids, and other harmful contaminants.

3.04 INSTALLATION

- A. General: Install manufacturer's system in accordance with shop drawings, and within specified tolerances.
 - 1. Protect aluminum members in contact with masonry, steel, concrete, or dissimilar materials using nylon pads or bituminous coating.
 - 2. Shim and brace aluminum system before anchoring to structure.

3.05 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

3.06 ADJUSTING AND CLEANING

- A. Adjusting: Adjust swing doors for operation in accordance with manufacturer's recommendations.
- B. Cleaning: The General Contractor shall clean installed products in accordance with manufacturer's instructions prior to owner's acceptance, and remove construction debris from project site. Legally dispose of debris.
- C. Protection: The General Contractor shall protect the installed product's finish surfaces from damage during construction.

END OF SECTION

RELATED DOCUMENTS:

The general provisions of the Contract, including General and Supplementary Conditions, and General Requirements, apply to the work specified in this Section.

PART 1: GENERAL

Furnish all necessary materials, labor, and equipment for the complete assembly installation of the aluminum storefront framing system as shown on the drawings and specified herein.

1.01 SUMMARY

A. Section Includes: Aluminum Storefront Systems

1. YKK AP Series YHS 50 TU Impact Resistant and Blast Mitigating Storefront System (Insulated Glazing) 2 1/2" x 5".

B. Related Sections:

1. Sealants: Refer to Division 7 Joint Treatment Section for sealant requirements.
2. Glass and Glazing: Refer to Division 8 Glass and Glazing Section for impact resistant glass and glazing requirements.
3. Aluminum Swing Entrances Section 08410

1.02 SYSTEM DESCRIPTION

A. Completed assemblies shall comply with all current NC Building code requirements.

B. Performance Requirements: Provide aluminum storefront systems that meet all requirements of Florida High Velocity Hurricane Zone (HVHZ) Protocols, South Florida Building Code Protocols TAS 201, TAS 202, and TAS 203, ASTM E 1886, ASTM E 1996 and comply with performance requirements indicated, as demonstrated by testing manufacturer's assemblies in accordance with test method indicated.

1. Wind Loads: Completed storefront system shall withstand wind pressure loads normal to wall plane indicated:
 - a. Exterior Walls:
 1. Positive Pressure: 70 psf
 2. Negative Pressure: 70 psf
 - b. Interior Walls (Pressure Acting in Either Direction):
2. Deflection: Maximum allowable deflection in any member when tested in accordance with ASTM E 330 with allowable stress in accordance with AAMA Specifications for Aluminum Structures.
 - a. For spans less than 13'-6": L/175 or 3/4" maximum.
 - b. For spans greater than 13'-6" but less than 40'-0": L/175 or L/240 + 1/4".

3. Thermal Movement:
 - a. Provide for thermal movement caused by 180 degrees F. (82.2 degrees C.) surface temperature, without causing buckling stresses on glass, joint seal failure, undue stress on structural elements, damaging loads on fasteners, reduction of performance, or detrimental effects.
4. Air Infiltration: Completed storefront systems shall have 0.06 CFM/FT² (1.10 m³/h·m²) maximum allowable infiltration when tested in accordance with ASTM E 283 at differential static pressure of 6.24 PSF (299 Pa).
5. Water Infiltration: No uncontrolled water on indoor face of any component when tested in accordance with ASTM E 331 at a test pressure of 12 PSF (575 Pa). (or when required, field tested in accordance with AAMA 503). Fastener Heads must be seated and sealed against Sill Flashing on any fasteners that penetrate through the Sill Flashing or pan.
6. Thermal Performance: When tested in accordance with AAMA 1503, and AAMA 507, as follows:
 - a. Condensation Resistance Factor CRF: A minimum of 59.
 - b. Thermal Transmittance U-Factor: 0.45 BTU/HR/FT²/°F or less.
 - c. U-Factor shown for system when using a 1-5/16" laminated insulating glass unit: 1/4" outer pane heat strengthened as required with 0.034 low emissivity coating on surface #2, 1/2" air space with aluminum spacer, 9/16" inner pane of 1/4" heat strengthened / 0.090 PVB interlayer / 1/4" heat strengthened.
7. Acoustical Performance: Acoustical Performance: When tested in accordance with ASTM E 1425:
 - a. Sound Transmission Class (STC) shall not be less than 39
 - b. Outdoor–Indoor Transmission Class (OITC) shall not be less than 33
8. Small Missile Level A Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.
9. Large Missile Level (C or D) Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.
10. Hurricane Resistant Openings: Exterior hurricane opening assemblies to be tested according to ASTM E330, ASTM E1886, ASTM E1996 standards, and certified by a qualified independent third party testing agency acceptable to authority having jurisdiction, with labeling indicating compliance with the wind load and design pressure level requirements specified for the Project.

1.03 SUBMITTALS

- A. General: Prepare, review, approve, and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Sections. Product data, shop drawings, samples, and similar submittals are defined in "Conditions of the Contract."
- B. Product Data: Submit product data for each type storefront series specified.

- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish colors and textures.
- D. Samples: Submit verification samples for colors on actual aluminum substrates indicating full color range expected in installed system.
 - 1. Typical framing member
 - 2. Bent plate aluminum sill pan
- E. Quality Assurance / Control Submittals:
 - 1. Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical properties.
 - 2. Installer Qualification Data: Submit installer qualification data.
- F. Closeout Submittals:
 - 1. Warranty: Submit warranty documents specified herein.
 - 2. Project Record Documents: Submit project record documents for installed materials in accordance with Division 1 Project Closeout (Project Record Documents) Section.

1.04 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project. If requested by Owner, submit reference list of completed projects.
 - 2. Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction, approving acceptable installer and approving application method.
- B. Pre-Installation Meetings: Conduct pre-installation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.
- C. Mock-Ups (Field Constructed): Install at project site a job mock-up using acceptable products and manufacturer approved installation methods. Obtain Owner's and Architect's acceptance of finish color, and workmanship standard.
- D. Maintenance: Maintain mock-up during construction for workmanship comparison; remove and legal dispose of mock-up when no longer required.
- E. Incorporation: Mock-up may be incorporated into final construction upon Owner's approval.
- F. Field Test: Conduct field test to determine water-tightness of storefront system. Conduct test in accordance with AAMA 501.2-03 at locations selected by Architect.

1.05 PROJECT CONDITIONS / SITE CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

1.06 WARRANTY

- A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under the Contract Documents.
 - 1. Beneficiary: Issue warranty in the legal name of the project Owner.
 - 2. Warranty Period: 5 years commencing on Date of Substantial Completion
 - 3. Warranty Acceptance: Owner is sole authority who will determine acceptability of manufacturer's warranty documents.
 - 4. Anodized Finish Warranty: 10-year warranty commencing on Date of Substantial Completion.

PART: 2 PRODUCTS

2.01 MANUFACTURERS (Acceptable Manufacturers/Products)

- A. Acceptable Manufacturers:

YKK AP America Inc., Austell, GA 30168, Telephone: (678) 838-6000

- 1. Storefront System: YKK AP YHS 50 TU Impact Resistant and Blast Mitigating Storefront System

EFCO 526 Storefront
Old Castle FG-5750T StormMax 2½" x 5"

- B. Storefront Framing System:

- 1. Description: Center set, exterior flush glazed; jambs and vertical mullions continuous; head, sill, intermediate horizontal attached by screw spline joinery. Continuous and wept sill pan flashing.
- 2. Components: Manufacturer's standard extruded aluminum mullions, 0-15 degree hinged mullions, 90 degree corner posts, flexible corner posts, three-way corner posts, entrance door framing, and indicated shapes.
- 3. Glazing: Manufacturer's standard glazing stops with EPDM glazing gaskets to prevent water infiltration at the exterior and Dow Corning® 995 Structural Silicone Sealant with fixed stops at the interior.
- 4. Thermal Barrier: Provide continuous thermal barrier by means of a poured and debridged pocket consisting of a two-part, chemically curing high density polyurethane which is bonded to the aluminum. Systems employing non-structural thermal barriers are not acceptable.

5. Provide .125" thick aluminum bent plate sill pan with 3-point attachment end dams at exterior storefront systems. Profiles, sizes and shape as indicated on Drawings.
6. Doorstops to be integral fin type, snap-in type not acceptable.
7. Provide internal frame reinforcements all closer locations.

2.02 MATERIALS

- A. Extrusions: ASTM B 221 (ASTM B 221M), 6063-T5 Aluminum Alloy.
- B. Aluminum Sheet:
 1. Anodized Finish: ASTM B 209 (ASTM B 209M), 5005-H14 Aluminum Alloy, 0.050 inch (1.27 mm) minimum thickness.
 2. Painted Finish: ASTM B 209 (ASTM B 209M), 3003-H14 Aluminum Alloy, 0.080 inch (1.95 mm) minimum thickness.

2.03 ACCESSORIES

- A. Manufacturer's Standard Accessories:
 1. Fasteners: Zinc plated steel concealed fasteners; Hardened aluminum alloys or AISI 300 series stainless steel exposed fasteners, countersunk, finish to match aluminum color. Anchoring shall follow the details as shown on the Florida Product Approvals.
 2. Sealant: Non-skinning type, AAMA 803.3
 3. Glazing: Setting blocks, edge blocks, and spacers in accordance with ASTM C 864, shore durometer hardness as recommended by manufacturer; Glazing gaskets in accordance with ASTM C 864.

2.04 RELATED MATERIALS (Specified In Other Sections)

- A. Glass: Refer to Division 8 Glass and Glazing Section for glass materials.
- B. Metal Window Panels: Refer to Division 8 Glass and Glazing Section for metal panel materials.

2.05 FABRICATION

- A. Shop Assembly: Fabricate and assemble units with joints only at intersection of aluminum members with hairline joints; rigidly secure, and sealed in accordance with manufacturer's recommendations.
- B. Fabrication Tolerance:
 1. Material Cuts: Square to 1/32 inch (0.8 mm) off square, over largest dimension; proportionate amount of 1/32 inch (0.8 mm) on the two dimensions.
 2. Maximum Offset: 1/64 inch (0.4 mm) in alignment between two consecutive members in line, end to end.

3. Maximum Offset: 1/64 inch (0.4 mm) between framing members at glazing pocket corners.
4. Joints (Between adjacent members in same assembly): Hairline and square to adjacent member.
5. Variation (In squaring diagonals for doors and fabricated assemblies): 1/16 inch (1.6 mm).
6. Flatness (For doors and fabricated assemblies): +/- 1/16 inch (1.8 mm) off neutral plane.

2.06 FINISHES AND COLORS

A. Anodized Finish: YKK AP AMERICA Anodized Finish

1. Dark Bronze: YKK AP YB5N, with clear protective composite coating.

B. Finishing: Prepare aluminum surfaces for specified finish; apply finish in accordance with the following:

1. Anodized Coating: Electrolytic color coating followed by an organic top coating applied to aluminum extrusions produced from quality-controlled billets meeting AA-6063-T5.
 - a. Exposed surfaces shall be free of scratches and other serious blemishes.
 - b. Extrusion shall be given a caustic etch followed by an anodic oxide treatment and sealed with an organic electrodeposition applied protective top coating.
 - c. Overall coating thickness for finishes shall be a minimum of 0.7 mils.
 - d. Coating shall conform to Aluminum Association Standard AAM12C22A4X. A4X designation shall signify an anodic coating of 0.4 mils minimum followed by an organic top coating of a minimum 0.3 mils.
 - e. In addition to the Aluminum Association Standard above, finish shall conform to the following:
 - i. AAMA 605.2 Mortar Resistance Test Specification; Test Method per ASTM C207, 24 Hour Pat Test.
 - ii. CASS Corrosion Resistance Test. CASS 240/ASTM B368 Test Method.
 - iii. Other AAMA 605.2 Performance Tests specified in these specifications, such as: 7.3 Dry Film; 7.8.2 Salt Spray Resistance; 7.9.1.2 Color Retention, South Florida; 7.9.1.4 Gloss Retention, South Florida.

C. Finishes Testing:

1. Apply 0.5% solution NaOH, sodium hydroxide, to small area of finished sample area; leave in place for sixty minutes; lightly wipe off NaOH; Do not clean area further.
2. Submit samples with test area noted on each sample.

D. Anodized Finish Warranty: 10-year warranty commencing on Date of Substantial Completion.

PART 3: EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS / RECOMMENDATIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions.

3.03 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

3.04 INSTALLATION

- A. General: Install manufacturer's system in accordance with shop drawings, and within specified tolerances. Anchoring shall follow the details as shown on the Florida Product Approvals.
 - 1. Protect aluminum members in contact with masonry, steel, concrete, or dissimilar materials using nylon pads or bituminous coating.
 - 2. Shim and brace aluminum system before anchoring to structure.
 - 3. Provide .125" bent plate aluminum sill pans with end dams at exterior storefront systems. Provide profiles, sizes and shape as indicated on Drawings. Extend sill pans continuous with spliced joints; set in continuous beds of waterproofing sealant.
 - 4. Verify storefront system allows water entering system to be collected in gutters and weeped to exterior. Verify weep holes are open, and metal joints are sealed in accordance with manufacturer's installation instructions.
 - 5. Seal metal-to-metal storefront system joints using sealant recommended by system manufacturer.
 - 6. All installation hardware and accessories required for a secure installation into rough openings, including shims, plates and anchors as necessary.

3.05 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.
- B. Field Test: Conduct field test to determine water-tightness of curtain wall system. Conduct test in accordance with AAMA 501.2-03 at locations selected by Architect.
- C. Perform minimum of three tests on various areas as determined by the Architect's representative. Perform test in Architect's presence. Field test first panels completed, then

test all panels thereafter upon completion of all fixed panels. Generate and issue test report in compliance with AAMA 501.2-03 requirements.

3.06 ADJUSTING AND CLEANING

- A. Adjusting: Adjust operating items as recommended by manufacturer.
- B. Cleaning: The General Contractor shall clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance, and remove construction debris from project site. Legally dispose of debris.
- C. Protection: The General Contractor shall protect installed product's finish surfaces from damage during construction.

END OF SECTION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

Part 1: General

Provide materials, labor, and equipment necessary to furnish and install architectural aluminum impact-rated windows complete, in accordance with the contract documents and detail drawings.

1.01 Summary

A. Section includes, but limited to:

1. Impact-rated Aluminum Single Hung Windows.
2. Impact-rated Glass and Glazing.
3. Perimeter trims.
4. Sills, extruded aluminum sub-sills.
5. Brake metal sill flashings
6. All installation hardware and accessories required for a secure installation.
7. Shims, plates and anchors required for a secure installation.
8. Perimeter sealing.
9. Insect screens

B. Related Sections

1. Section 08800 Glass and Glazing.
2. Section 07900 Sealants.
3. Section 08410 Entrance and Entrance Framing.

1.02 References

- A. American Architectural Manufacturers Association (AAMA)
- B. American Society for Testing Materials (ASTM)
- C. The Aluminum Association (AA)

1.03 System Description

A. Completed assemblies shall comply with all current NC Building code requirements.

- B. The windows shall be Architectural Aluminum Windows in accordance with ANSI/AAMA 101-93 Voluntary Specifications for Aluminum and Poly Prime Windows and Glass Doors and AAMA 910-93, Voluntary "Life Cycle" Specifications and Test Methods for architectural grade windows and sliding glass doors for HC40 rated windows.**

B. Test Units.

1. All test unit sizes and configurations shall conform to the minimum size in accordance with ANSI-AAMA 101-93 and AAMA 910-93.
2. Air, water, and structural test unit shall conform to requirements set forth in ASTM E 283, ASTM E 331, and ASTM E 330 with manufacturer's standard locking/operating hardware and insulated glazing configuration.

3. Units submitted for laboratory testing shall be units of the manufacturer's standard construction, glazed and assembled in accordance with the manufacture's specifications and ANSI/AAMA 101-93.
4. Hurricane Resistant Openings: Exterior hurricane opening assemblies to be tested according to ASTM E330, ASTM E1886, ASTM E1996 standards, and certified by a qualified independent third party testing agency acceptable to authority having jurisdiction, with labeling indicating compliance with the wind load and design pressure level requirements specified for the Project.

C. Performance Requirements:

Provide aluminum window systems that meet all requirements of Florida High Velocity Hurricane Zone (HVHZ) Protocols, South Florida Building Code Protocols TAS 201, TAS 202, and TAS 203, ASTM E 1886, ASTM E 1996 and comply with performance requirements indicated, as demonstrated by testing manufacturer's assemblies in accordance with test method indicated.

1. Wind Loads: Completed window system shall withstand wind pressure loads normal to wall plane indicated:
 - a. Exterior Walls:
 1. Positive Pressure: 70 psf
 2. Negative Pressure: 70 psf
2. Air Infiltration: The test specimen shall be tested in accordance with ASTM E283. The air infiltration rate shall not exceed .30 cfm/ft at a static air pressure differential of 6.27 psf.
3. Water Resistance: The test specimen shall be tested in accordance with ASTM E331/ASTM E 547. There shall be no leakage as defined in the test method at a static air pressure differential of 12.0 psf.
4. Uniform Load Deflection: A minimum static air pressure difference of 40 psf shall be applied in the positive and negative direction in accordance with ASTM E 330. There shall be no deflection in excess of 1/175 of the span of any framing member.
5. Uniform Load Structural Test: A minimum static air pressure difference of 97.5 psf shall be applied in the positive and negative direction in accordance with ASTM E330. The unit shall be evaluated after each load.
6. Small Missile Level A Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.
7. Large Missile Level (C or D) Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.
8. Cyclic Load: At conclusion of missile impact tests there shall be no glass breakage, permanent damage to fasteners, hardware parts, support arms or actuating mechanisms, nor any other damage that would cause the windows to be inoperable, when tested in accordance with ASTM E 1886/1996 cyclic load test and TAS 203.
9. Component Testing: Window components shall be tested in accordance with procedures described in ANSI/AAMA 101-93.

10. Condensation Resistance Test: (CRF) windows shall be tested in accordance with AAMA 1503.1-88.
11. Thermal Transmittance Test: (Conductive U-Value) windows shall be tested in accordance with AAMA 1503.1-88.
12. Life cycle testing for architectural grade windows when tested in accordance with AAMA 910-93, there shall be no damage to fasteners, hardware parts, support arms, actuating mechanisms or any other damage which would cause the window to be inoperable, and air infiltration and water resistance tests shall not exceed the primary performance specified herein.
13. Forced entry resistance: All windows shall conform to ASTM F588-85 (Performance Level 10) or AAMA 1303.5-1976 to govern.
14. Thermal Barrier Test Procedure.
 - a. Place a 35-1/4" length of the composite section in an oven at 106xF for a minimum of one (1) hour.
 - b. Remove the composite section from the oven and place in a freezer at 0xF for a minimum of one (1) hour.
 - c. Repeat this process for an additional 90 cycles.
 - d. Inspect for shrink-back of the polyurethane material.
 - e. Test for loss of stiffness by loading as a beam to produce a deflection of the composite member. This load shall be sufficient as to produce a stress in the aluminum equal to 100% of the allowable extreme fiber bonding stress.
 - f. Testing shall be in accordance with AAMA TIR- A8-1990 "Structural Performance Pour and Debridged Framing System."

1.05 Submittals

- A. General: Prepare, review, approve, and submit specified submittals in accordance with "Conditions of the Contract". Product data, shop drawings, samples, and similar submittals are defined in "Conditions of the Contract".
- B. Product Data: Submit product data for each type of product specified.
- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish and colors. Drawings shall include accurate representation of rough opening section details showing complete anchorage, sealing and weeps.
- D. Samples: Submit verification samples for window type and finish.
- E. Samples: Submit verification samples for bent plate aluminum sill pan.

E. Quality/Control Submittals.

1. Design data: All windows shall meet or exceed ANSI/AAMA 101-93 and AAMA 910-93 for AW-65 rated windows.

2. Test reports: Submit certified test reports, showing compliance with specified performance characteristics and physical properties.
3. Certificates: Submit product certificates signed by manufacturer certifying materials comply with specified performance characteristics and physical requirements.
4. Certification that designated window units meet requirements and clearances for Emergency Egress Windows.
5. Manufacturer's installation instructions.

1.04 Quality Assurance

A. Qualifications

1. Installer qualifications: The installer shall be a company specializing in the installation of aluminum windows with a minimum of three (3) years of experience.
2. Manufacturers qualifications: Manufacturer shall be capable of providing field service representation during construction, approving acceptable installer and approving application method.
3. The window manufacturer shall be engaged in a TQM Continuous Quality Improvement Program for a period of not less than five (5) years.
4. To assure the performance specified. The window manufacturer shall test for air infiltration and water resistance at a minimum of two units, per manufacturing line, per shift in accordance with ANSI/AAMA 101-93.

B. Regulatory Requirements.

1. Published specifications, standards, tests, or recommended methods of trade, Industry, or governmental organizations apply to work in this section.
2. Meet all handicapped requirements.

1.07 Delivery, Storage, and Handling

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Store and handle windows, mullions, trim and hardware in strict compliance with the manufacturer's instructions.
- C. Protect all window materials adequately against damage from the elements, construction activities and other hazards before, during and after installation.

1.08 Project Conditions/Site Conditions

- A. Field measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

1.11 Warranties

- A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under the Contract Documents.
 - 1. Beneficiary: Issue warranty in the legal name of the project owner.
 - 2. Warranty Period:
 - a. Window Material and Workmanship warranty shall be two (5) years commencing on date of shipment.
 - b. Insulating glass shall be warranted to be free from defects (excluding breakage) for a period of five (10) years commencing on date of shipment.
 - c. The installation shall be warranted against defects for one (5) year from date of installation. (supplied by installer)

Part 2: Products

2.01 Manufacturers

- A. Acceptable Window Manufacturers
 - 1. Architectural single hung aluminum windows shall be EFCO Series 663X (Impact Resistant) single hung, as manufactured by the EFCO Corporation,

OR
 - 2. YKK AP Series - YVS 410 TUH, Impact Resistant rated, as manufactured by the YKK Company.
 - 3. Minimum AAMA Designation: AW-65 or greater to meet specifications.
 - 4. Thermally Broken Frame
 - 5. Sash vent size for designated egress openings to conform to egress window requirements per the North Carolina Building Code.
- B. Manufactured products specified shall be considered as the standard for materials, sizes, finish, and quality.

2.03 Materials

- A. Aluminum for Windows and Components.
 - 1. Extruded aluminum profiles shall be 6063-T5 alloy and temper (ASTM B221M).
 - 2. The frame and vent depth shall be not less than 3 7/8". Horizontal frame members run through notched vertical members, butted and mechanically fastened with (2) stainless steel screw anchors per joint.
 - 3. All extrusions for frame jamb and horizontal members, sash and vent members shall have minimum wall thickness of .062" and shall provide the structural strength sufficient

to meet the specified performance requirements. Frame sill members shall have minimum wall thickness of .094".

4. All references to dimensions for wall thicknesses and other cross-sectional dimensions of window members are nominal and in compliance with ANSI H35.2-1990.
5. All glass pockets shall be weeped to provide positive drainage. Water shall be weeped to the exterior via frame weep slots protected by a hooded cover or integral drips.

B. Thermal Barrier.

1. The thermal barrier shall be 0.49 BTU/HR/OFT/F2 when tested in accordance with with ASTM C236.
2. The thermal barrier shall consist of a two-part chemically curing, high density polyurethane.
3. The thermal cavity shall be mechanically joined to the aluminum in such a way that the the average shrink-back of the polyurethane will not exceed 1% of the total length of the composite section and shall maintain its composite strength when subjected to the thermal cycling.

C. Insect Screens: Provide insect screens where indicated on Drawings.

2.06 Components

A. Fasteners

1. Fasteners, where exposed, shall be 300 series stainless steel.
2. Perimeter anchors shall be aluminum or steel, providing the steel is properly separated from the aluminum.

B. Glazing Materials.

1. Glazing materials shall be compatible with aluminum and those sealants and sealing materials used in composite structure which have direct contact with the gasket.
2. Standard exterior and interior glazing gaskets shall be a dry glazed elastomer in accordance with ASTM C509-91.
3. Interior air sealants shall be silicone and shall meet AAMA 802.5-92 (Type II).
4. Glazing beads shall be extruded aluminum and shall be a minimum thickness of .050 inches.
5. Frames shall be weatherstripped with a resilient foam core clad with UV-resistant elastomer.

C. Glass and Glazing.

1. Glass shall be 1 5/16" sealed impact-rated Low-E insulating glass; refer to Division 8 Glass and Glazing Section for glass materials. Safety glass shall meet ANSI Z-97. Tempered glass shall meet ASTM C 1048.

2. All exterior glazing systems shall be impact-resistant meeting requirements of IBC Chapter 1609.1.2, and ASTM E 1996 and E 1886. Indicate compliance with Small Missile Level A Impact Test and Large Missile Level (C or D) Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.

D. Hardware.

1. Locking hardware, cams, strikes, keepers and pole rings shall be cast white bronze. All hardware fasteners penetrating the frame or inside plane of the window shall be factory sealed with resilient non-hardening sealant.
2. Locking arrangement at meeting rail shall be a device that provides for positive locking. All latching arrangements at the meeting rail shall be easily replaced and repaired without disassembly of sash members. Any window over 40 inches in height shall come standard with two locking devices at the meeting rail. All windows shall meet AAMA Specification 1302 and ASTM Specification F588 for forced entry requirements. Locking arrangement on the meeting rails shall be of the cam action type pulling sash together and made of high pressure zinc die cast, baked enamel painted finish.
3. Hardware for Sliding Assemblies:
 - a. Manufacturer's heavy-duty wheel track design, complete with appropriate support assemblies. Bottom rail casters and top rail guides. Cylinder operated flushbolts with bottom bolt extension. Equip with provisions for cylinder on interior side only, with backset 31/32 inches. One unit required at assemblies sliding in single direction. Locate in terminating jamb. Cylinders as specified in Section 08710. Limit stops/bumpers: Manufacturer's standard resilient type. Finish: clear anodized.

2.09 Fabrication

A. Construction.

1. Frame.
 - a. All main framing corners shall be coped and butt-type construction, neatly joined and mechanically secured by means of two (2) screws per joint anchored into integral screw races.
 - b. All framing joints shall be sealed with quality grade sealant meeting AAMA 803.3 to ensure a water tight joint.
2. Exterior Panning and Trims.
 - a. Shall be extruded aluminum of 6063-T5 alloy and temper of the profile and dimensions as detailed on the approved drawings. All joints shall be sealed with quality grade sealant to ensure water tight joints.
3. Aluminum Sub-Sills
 - a. Provide extruded aluminum sub-sill with weeps and end dams. Profiles, sizes and shape as indicated on Drawings.

4. Sill Flashing: .040" prefinished aluminum brake metal sill flashing, with all edges double hemmed.
5. Mullions.
 - a. Mullions and cover plates shall be of extruded aluminum of 6063-T5 alloy and temper of the dimension and profiles shown on the approved drawings.
 - b. Mullions must provide adequate structural properties to resist wind pressure as specified herein.
6. Anchoring:
 - a. Flat sheets of aluminum of 6063-T5 alloy shall be utilized for heads and jambs anchoring frames to back-up walls as necessary.

2.10 Finishes

- A. Anodized Finish: YKK AP AMERICA Anodized Finish:
 1. Dark Bronze: YKK AP YB5N, with protective composite coating.
- B. Finish: Prepare aluminum surfaces for specified finish; apply finish in accordance with following:
 1. Anodized Coating: Electrolytic color coating followed by an organic top coating applied to aluminum extrusions produced from quality-controlled billets meeting AA-6063-T5.
 - a. Exposed surfaces shall be free of scratches and other serious blemishes.
 - b. Extrusion shall be given a caustic each followed by an anodic oxide treatment and sealed with an organic electrode position applied protective top coating.
 - c. Overall coating thickness for finishes shall be a minimum of 0.7 mils.
 - d. Coating shall conform to Aluminum Association Standard AAM12C22A4X, A4X designed shall signify an anodic coating of 0.4 mils minimum followed by an organic top coating of a minimum 0.3 mils.
 - d. In addition to the Aluminum Association Standard above, finish shall conform to the following:
 - i. AAMA 605.2 Mortar Resistance Test Specification; Test Method per ASTM C207, 24 Hour Pat Test.
 - ii. CASS Corrosion Resistance Test. CASS 240/ASTM B368 Test Method.
 - iii. Other AAMA 605.2 Performance Tests specified in these specifications, such as 7.3 Dry Film; 7.8.2 Salt Spray Resistance; 7.9.1.2 Color Retention, South Florida; 7.9.1.4 Gloss Retention, South Florida
- C. Finishes Testing:

1. Apply 0.5% solution NaOH, sodium hydroxide, to small area of finished sample area, leave in place for sixty minutes; lightly wipe off NaOH; Do not clean area further.
2. Submit samples and test area noted on each sample.

Part 3 Execution

3.01 Acceptable Installers

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog and installation instructions.

3.02 Examination

- A. Site Verification of Conditions: Verify that substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's installation instructions.

3.03 Preparation

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

3.04 Installation.

- A. Windows shall be installed by skilled craftsman in accordance with the manufacturer's recommendations, approved shop drawings, installation instructions, and contract documents.
- B. Frames shall be supported level, square, plumb, and in alignment without twist or bow, and accurately fitted with tight joints and intersections. Provide all necessary anchors and/or plates or extensions for frame anchorage to rough openings, for complete assemblies.
- C. All joints between framing and the building structure shall be sealed in order to secure a watertight installation.
- D. Provide .040" pre-finished aluminum brake metal sill flashings at exterior window systems. Provide profiles, sizes and shape as indicated on Drawings. Extend sill flashings continuous with spliced joints; set in continuous beds of waterproofing sealant. Form integral end dams at wall opening jambs.

3.08 Adjusting and Cleaning

- A. Adjusting: Frame and operating hardware shall be adjusted after installation to insure smooth and watertight operation.
- B. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.
- C. Protection: After installation, the contractor shall adequately protect exposed portions of aluminum surfaces from damage by grinding and polishing compounds, plaster, lime, acid, cement or other contaminants. Any aluminum member which has damaged surface shall be

removed and replaced at no extra cost to the owner.

END OF SECTION

RELATED DOCUMENTS:

The general provisions of the Contract, including General and Supplementary Conditions, and General Requirements, apply to the work specified in this Section.

PART 1: GENERAL

DESCRIPTION OF WORK:

Work of this Section shall include all labor, materials, equipment, transportation, tools and storage required for complete installation of all finish hardware shown and scheduled on Drawings and specified herein. Intent of this Specification is to provide complete finishing hardware requirements for entire building project excepting hardware, which is specifically mentioned hereinafter as being furnished by others. Any openings not specifically mentioned herein shall be furnished consistent with hardware specified for similar openings.

Wood doors for Project are prefabricated. Coordinate with wood door manufacturer in furnishing hardware templates and schedules at earliest possible time.

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this section refer to Section 01068.

QUALITY ASSURANCE:

Manufacturers: Hardware listed in Hardware Schedule shall be supplied by one of following Manufacturers listed for each item or an equal. To establish quality of hardware required, catalog numbers of Manufacturers listed in Hardware Schedule have been used. Hardware furnished shall be of equal type, design, quality and function as that specified in Hardware Schedule.

Acceptable Manufacturers: Similar items manufactured or furnished by other manufacturers may be submitted for approval, subject to these Specification requirements and written approval received 7 days prior to bid date.

Supplier's Qualifications: Contractor shall select only supplier who has in his employ qualified personnel, who shall manage and coordinate complete hardware contract, and shall also be available to visit Project in order to solve or correct conditions affecting proper hardware installation or adjustment, as required.

SUBMITTALS:

Schedule: Submit Hardware Schedule to Architect in six (6) copies, as promptly as possible, showing quantities, types, catalog numbers and locations of various items of finish hardware required. Submit as specified for shop drawings in accordance with GENERAL CONDITIONS.

Job Completion Instructions: At completion of work turn over to Owner all tools, instructions, and maintenance information for his use in maintaining hardware. Furnish Owner also with two copies of Job Use Finish Hardware Schedule for his permanent records.

PRODUCT HANDLING:

Packing, Marking and Labeling: Deliver hardware to project site in manufacturer's original packages. Each article of hardware shall be neatly wrapped and individually packed in substantial carton or other container, properly marked or labeled to be readily identifiable with Hardware Schedule.

Storage: General Contractor shall furnish secure storage area for delivery by Hardware Supplier of finish hardware and storage of same. General Contractor shall be responsible for shortages due to theft and pilferage.

General Contractor shall provide in storage area adequate counters, shelves, and bins for assembly and grouping of hardware for distribution and installation.

PART 2: PRODUCTS

TYPES, SIZES AND DESCRIPTIONS:

Hardware shall be of types and sizes listed in this Section, applied with fastenings of proper size, quantity and finish.

Templates: Hardware for application on metal shall be made to standard templates. Furnish physical samples or templates, as required to Manufacturer of metal doors and frames for proper manufacturer and application.

Reinforcement: Reinforcing for hardware shall be furnished and installed by Door and Frame Manufacturer.

Modifications to hardware required by reasons of construction characteristics shall be such as to provide same operative or functional features.

Provide hardware for fire rated openings in compliance with UL, UL 10C-1998, UBC 7-2-1997, NFPA-80 and CFR Part 36 (ADA) guidelines. Provide only hardware, which has been tested and listed by UL for types and sizes of doors scheduled. All hardware shall conform to ADA requirements. These requirements take precedence over any other requirements or specifications of this section.

Category "A" Positive Pressure Installations:

Hardware located above 40" AFF to be listed and labeled in accordance with UBC 7-2-1997 and UL 10C-1998 for use in positive pressure fire rated wood doors.

In order to meet smoke requirements, a smoke seal, listed and labeled for UBC 7-2-1997 Parts 1 and 2 positive pressure installations, must be mounted around the perimeter of the doorframe.

Flat bar type astragals only will be allowed on pairs of doors with fire ratings up to 60 minutes with concealed intumescent inside the door structure.

Provide strikes with extended lips as necessary.

Provide wrought strike boxes.

Provide doors to loading platforms, boiler and mechanical rooms, stages or platforms, utility stairs, and electrical closets with knurling on inside of lever.

Locksets: Provide Grade 1 mortise locksets as scheduled, with standard 03 lever trim and full face L escutcheon. All cylinder key cores shall be interchangeable type, removable cores. Provide original manufacturer's pins and brass key blanks.

Provide CODE required tactile warning surfaces (knurling) for all door operating hardware for doors leading to mechanical, boiler, electrical, or chemical storage areas.

KEYING REQUIREMENTS

DIVISION 8
SECTION 08700

DOORS AND WINDOWS
FINISH HARDWARE (CCS)

Keying: By the manufacturer to the existing system. All locks and cylinders to be construction master keyed, and grand master keyed to the school's existing grand master key system. Provide 4 keys per cylinder, stamped with keying symbol. All cylinders standard 6-pin type.

Keying system shall be as follows:

Hook Number	Site ID	Site	Key Number	Key System	Keyway	Alternate Hook Number
1	160	Central Service	W	Primus	EP	
2	161	Facility Support Operations	F	Primus	CP	
3	162	Transportation	G	Primus	CP	
4	163	All Physical Plants	GGM	Primus	HP	
5	165	Food Service Warehouse	163E	Old Primus		
6	304	Atlantic Elementary	A	Primus	CP	
7	306	Bogue Sound Elementary	S	Primus	CEP	
8	308	Beaufort Elementary	J	Primus	CP	
9	310	Beaufort Middle	U	Primus	CEP	
10	311	Broad Creek Middle	G	Primus	XP-CEP	
11	312	Bridges School	S	Primus	CEP	
12	313	East Carteret High School	R	Primus	XP-CEP	
13	314	Croatan High School	T	Primus	XP-CEP	
14	316	Harkers Island Elementary	C	Primus	CP	
15	317	Morehead Elementary @ Camp Glenn	B	Primus	CP	
16	318	Morehead Middle	K	Primus	CP	
17	322	Morehead Primary School	F	Primus	CP	
18	324	Newport Elementary	N	Primus	CEP	
19	326	Newport Middle	E	Primus	CP	
20	332	Down East Middle – Smyrna	L	Primus	CP	
21	344	West Carteret High School	N	Primus	XP-CEP	
22	352	White Oak Elementary	B	Primus	XP-CP	
23	N/A	Boys & Girls Club – Beaufort	FA10	Primus	CP	
24	N/A	Boys & Girls Club – Morehead	FA5	Primus	CP	
25	CPC	Carteret Pre School Center	S	Primus	EP	
		Electronic Override	163E			
		Contractor Alarm Code	15632			

Keys shall be shipped direct from manufacturer to Owner, Carteret County Schools, Facility Services, Attention: LOCKSMITH.

Hardware supplier shall meet with the Architect and Owner's Hardware Leadman to receive keying instructions before preparing keying schedule for approval.

Representative from the key company is required to meet with Owner's representative prior to turning cylinders and to turn all cylinders, and set up key cabinet.

One Manufacturer: Following items within each classification shall be furnished totally by one manufacturer.

Hinges	Locksets
Exit devices	Closers

Door Stops: All doors shall be provided with wall stops or overhead stops, to suit condition. For example, doors opening onto millwork or open space shall receive overhead stops. Solid wood blocking to be installed at all gypsum wallboard wall stop locations. Provide floor stops at fire doors with magnetic hold open devices.

Fire rated openings: All fire rated openings, except classrooms, shall receive closers and ball bearing hinges, whether scheduled or not.

Coordinators: All door pairs with closers to be provided with coordinator devices as necessary for proper sequential closing operation.

Astragals: Non-fire rated door pair with flush bolts shall receive steel astragal on exterior side edge of the active leaf. Pairs of smoke or fire doors shall receive steel astragals, coordinators, and smoke seals and necessary hardware to meet fire rating designated.

Keyed Removable Mullions: All interior and exterior mullions to be removable with keyed operation, with cylinder and cores installed by the general contractor and turned by the hardware supplier.

Hinges: Unless otherwise noted, 3 butt hinges shall be provided each interior door to 36" width and 86" height. 3 heavy-duty butt hinges shall be provided for interior doors exceeding 36" width or 86" height.

Exterior hinges shall be heavy-duty continuous.

Materials and Finishes: (All products except closers, thresholds, weatherstripping to have brass or bronze base metal unless otherwise noted).

	<u>Materials</u>	<u>Finishes</u>
Continuous Hinges, Exterior Doors	6063 T6 Aluminum	US 313 / 710 Dark Bronze Anodized
Butt Hinges, Interior Doors	Steel	US 69 / 690 Dark Bronze
Pivots		US 69 / 690 Dark Bronze
Exit Devices		US 313 / 710 Dark Bronze Anodized
Cylindrical Lock Trim		US 69 / 690 Dark Bronze
Dead Lock Trim		US 69 / 690 Dark Bronze
O.H. Holders & Stops		US 69 / 690 Dark Bronze
Door Stop and Holders		US 69 / 690 Dark Bronze
Box Strikes	Wrought	Primed
Thresholds	Aluminum	Aluminum
Thresholders	Steel	Galvanized Steel
Weatherstrip	Aluminum	US 313 / 710 Dark Bronze Anodized
Flatgoods	Stainless	US 69 / 690 Dark Bronze

Fasteners:

Use concealed fasteners whenever possible.

Hardware to be installed on metal work shall be furnished with machine screws.

For exposed fasteners on interior in bronze or brass, use matching color and material for fasteners. For all other exposed fasteners on interior, use stainless steel except where noted specifically otherwise.

Furnish stainless steel screws for all exterior work.

Install fixed locking screw in strike plate for exterior locksets after final adjustments made during 6-Month Service and Adjustment Inspection.

HARDWARE ITEMS:

All Products shall be by one of the following manufacturers - no exceptions:

- a. Butt Hinges: Hager, Stanley, McKinney
- b. Heavy Duty Continuous Gear Hinges, all exterior doors: Select Products SL24HD, or equal heavy duty by Markar, Hager or Pemko
- c. Electric Hinges: ETW electric through wire hinge, with four continuous electric conductors, full mortise ball bearing, with Molex type connectors, by Hager.
- d. Surface Closers: LCN 4040XP, Closer can mount hinge side, top jamb, or parallel arm (with PA bracket) on either right or left swinging doors. Provide metal covers with set screw anchors, in matching finish. Provide ADA rated features.
- e. Locksets: Schlage L9000 Series extra heavy-duty mortise locksets. Provide lever handle, full face escutcheon. Exterior door locksets shall be compatible with Locknetics entry systems.
- f. Electrified Mortise Lockset: Schlage L909x Series, complete assembly with power supply, and electric thru wire ETW hinges.
- g. Cylinders: Schlage Full Size Interchangeable Core, all interior and exterior cylinders to be provided with interchangeable cores
- h. Exits Devices: Von Duprin 99 Series, each with a cylinder for trims and a cylinder for dogging.
- i. Wherever doors are equipped with exit devices, view windows shall have concealed / flush glass beads.
- j. Exit Devices at Electronic Access Control doors (Furnished and installed by the General Contractor's Division 8 Subcontractor): Von Duprin QEL, with electric ETW hinges for hinge edge power transfer for interior doors. Provide EPT-2 for exterior doors continuous hinges.
- k. Removable Mullions: Von Duprin, Yale, Detex, keyed type with cylinder.
- l. Overhead Holders/Stops: Glynn-Johnson, ABH Manufacturing.
- m. Thresholds: National Guard, Pemko, Hager.
- n. Push/Pulls: Rockwood Manufacturing, Ives, Hager.
- o. Stops: Glynn-Johnson, Rockwood Manufacturing, Ives, Hager.
- p. Flush Bolts: Glynn-Johnson, Rockwood Manufacturing, Ives, Hager.
- q. Silencers: Glynn-Johnson, Rockwood Manufacturing, Ives.
- r. Kick Plates: Rockwood Manufacturing, Ives, Hager.

- s. Automatic Flush Bolts: Glynn-Johnson, Rockwood Manufacturing.
- t. Coordinator: Glynn-Johnson, Rockwood Manufacturing, Trimco
- u. Weather strip & Rain Drips: National Guard, Pemko, Hager, Reese.
- v. Door Bottoms: National Guard, Pemko, Hager.
- w. Smoke Perimeter Door Frame Gaskets: Pemko, Hager, Reese
- x. Smoke Door Bottom Sweep: Pemko, Hager, Reese
- y. Magnetic Door Holders: LCN SEM 7800 Series, with adjustable extension length.

Other items shall be as scheduled.

Provide the following hardware material as scheduled in the door schedule:

Hinges with closer	BB 1279 4 ½ x 4 ½
St/Stl hinges with closer	BB 1191 4 ½ x 4 ½
HD hinges with closer	BB 1168 4 ½ x 4 ½
St/Stl HD hinges w closer	BB 1199 4 ½ x 4 ½
Hinges without closer	1279 4 ½ x 4 ½
St/Stl hinges without closer	1191 4 ½ x 4 ½
HD continuous hinges	SL24HD all exterior doors
Privacy set	L9040
Staff Toilet Privacy set	L9040
Passage set	L9010
Classroom security lockset	L9071
Entrance lockset	L9050
Office lockset	L9050
Storeroom lockset	L9080
Push/Pull latchset	HL6
Exit device (interior)	99 L all interior locations (F as req'd)
Exit device (exterior)	99 NL x DT exterior doors scheduled
Exit Device at EAC	QEL with EPT where EAC (Electronic Access Control) is scheduled.
Mullion	4954 (9954 as req'd), keyed type.
Electric Strike:	Von Duprin 6000 Series
Cylinder	Standard 6-pin
Closer	4040XP, with 3049 hold-open arm at all exterior doors, metal cover
Closer with backstop	4040XP – 3077CNS, metal cover with set screws
Kick plate	1935 8 x 2 LDW
Wall stop	232 W
Floor stop	241 F
Overhead stop	9-331
Flush bolts	282 D
Threshold	Pemko 2005AV
Upper rain drip	Reese R201C
Lower rain drip/sweep	Pemko 345_V
Frame Smoke gasketing	Pemko 332CR
Door Bottom Smoke Sweep	Pemko 307AV
Perimeter gasketing	Pemko 296_R
HD Interlock gasketing	Pemko 336
Push plate	70C 4 x 16

Pull handle	107 x 70C 4 x 16
Key cabinet	Expand existing key cabinet as required for additional keys

General and Special Hardware Notes:

1. All doors to receive hinges as specified
2. All doors to receive wall or overhead stops to suit condition of use. Doors with magnetic hold opens to receive floor stops.
3. Provide closers with backstops for exterior doors and to suit condition of use.
4. All steel frames to be provided with silencers.
5. Exterior doors to be provided with weather-stripping and thresholds.
6. All exit devices to be provided with cylinders.
7. At pairs of doors, pull side, provide pull or lever right side only.
8. Provide cylinders for keyed mullions supplied by aluminum door supplier.
9. Exit devices at exterior doors to NL with pull, unless otherwise indicated.
10. Exit devices at interior doors to be classroom function with lever.

ELECTRONIC ACCESS CONTROL SYSTEM / ENTRY HARDWARE DEVICES

1. WHERE INDICATED ON DRAWINGS, PROVIDE ACCESS CONTROL SYSTEM DEVICES AND COMPONENTS LISTED, DOOR HARDWARE AND ACCESSORIES, FULLY COMPATIBLE WITH AN S2 SECURITY ACCESS CONTROL SYSTEM AND SOFTWARE PROGRAM, INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPONENTS. ALL HARDWARE / EQUIPMENT SPECS SHALL COMPLY WITH CARTERET COUNTY SCHOOL STANDARDS.
 - a. FOR EXPANSION, PROVIDE AN ACCESS CONTROL SYSTEM FIELD PANEL: S2 NETWORK NODE, S2-NN-E2R-WM, HOUSING UP TO SEVEN (7) S2 APPLICATION BLADES, SUPPORTING UP TO 14 DOORS, WITH NETWORK DROP - PROVIDED BY THE DIVISION 17 ACCESS CONTROL CONTRACTOR. ELECTRICAL CONTRACTOR TO PROVIDE ELECTRICAL POWER.
 - b. DOOR CONTACTS FOR NEW DOOR/FRAMES: RECESSED DOOR SWITCH SETS, GRI 180 SERIES, 195-12WG, BY GEORGE RISK INDUSTRIES. DOUBLE POLE, DOUBLE THROW, WIDE GAP. PROVIDED BY THE DIVISION 17 ACCESS CONTROL CONTRACTOR. ELECTRICAL CONTRACTOR TO PROVIDE RACEWAY TO DOOR FRAME.
 - c. CARD / PROXIMITY READER UNIT, MODEL HID THINLINE II, BUILT-IN AND CONCEALED WITHIN THE EXTERIOR FRP DOORS, ALL LOCATIONS WHERE EAC (ELECTRONIC ACCESS CONTROL) IS REQUIRED. PROVIDED BY THE FRP DOOR SUPPLIER, CONNECTED TO THE S2 SECURITY SYSTEM BY THE DIVISION 17 ACCESS CONTROL SYSTEM CONTRACTOR.
 - d. FOR EAC DOORS INDICATED, VON DUPRIN QUIET ELECTRIC LATCH RETRACTION – QEL EXIT DEVICE 98/99 SERIES. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER. PROVIDE HINGE EDGE POWER TRANSFER FOR EXTERIOR DOORS WITH AN EPT-2 FOR EXTERIOR DOORS CONTINUOUS HINGES.
 - e. FOR EAC DOORS INDICATED, ELECTRIFIED MORTISE LOCKSET: SCHLAGE L909x SERIES. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER.
 - f. ELECTRIC HINGES: FOR USE WITH INTERIOR QEL EXIT DEVICES AND ELECTRIFIED MORTISE LOCKSETS; HAGER ETW ELECTRIC THROUGH WIRE HINGE, WITH FOUR CONTINUOUS ELECTRIC CONDUCTORS, FULL MORTISE BALL BEARING, WITH MOLEX TYPE CONNECTORS, BY HAGER. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER.

- G. POWER SUPPLIES, FOR ALL POWERED DOOR LOCKING HARDWARE / EXIT DEVICES. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER.
2. CONTROLLED ACCESS SYSTEM DEVICES PROPOSED SHALL BE COMPLETE, WITH ALL NECESSARY COMPONENTS; TO INCLUDE BUT NOT LIMITED TO POWER SUPPLIES, CABLES AND CABLING, CIRCUITS IN REQUIRED VOLTAGES, RACEWAYS, BOXES, TRANSFORMERS, CONTACTORS, RELAYS, SOLENOIDS, ELECTRIC DOOR STRIKES, ETC.

PART 3: EXECUTION

GENERAL:

Consult project drawings and details and otherwise become familiarized with work so that all items furnished will conform to openings to which applied.

Coordinate hardware with other allied trades such as carpentry, millwork, metal frames, etc.

Prepare and submit to Architect for approval as promptly as possible three (3) copies of completed detailed schedule.

Immediately after award of hardware contract, request approved shop drawings from such trades with which hardware must be coordinated.

After checking approved shop drawings, supply promptly such template information, template drawings, approved hardware schedule, etc., as may be required to facilitate progress on job.

APPLICATION:

Apply hardware in accordance with approved Shop Drawings, with fastenings of proper size, quantity, and finish, and in accordance with Manufacturer's instructions coordinate.

Operation: All items of hardware shall fit and operate properly.

HARDWARE LOCATIONS:

Door Pulls: 42" from finished floor to center of grip.

Push-Pull Bar: 42" from finished floor to center of bar of center between bars and combination.

Top Hinge: To frame Manufacturer's standard, but not greater than 10" from head of frame to centerline of hinge.

Bottom Hinge: To frame Manufacturer's standard but not greater than 12-1/2" from finished floor to centerline of hinge.

Intermediate Hinges: Equally spaced between top and bottom hinge. Doors exceeding 36" width shall be provided with 2 pair hinges.

Locks and Latches: 38" from finished floor to center of knob.

Deadlocks (with separate latch-set and/or pull): 60" from finished floor to centerline of strike.

Locate pivots in accordance with Pivot Manufacturer's requirements.

FINAL INSPECTION: After installation of all finish hardware is completed, and before building is accepted, General Contractor shall have capable representative of hardware manufacturers, minimum of an AHC, visit building to inspect and approve installation; to make all necessary adjustments; and to carefully instruct Owner in proper use, servicing, adjusting and maintaining of hardware.

SIX MONTH SERVICE AND REPORT: Six months after acceptance of each area of the project, readjust each item of hardware and restore to proper function. Install fixed locking screw in strike plate for exterior locksets after final adjustments made during 6-Month Service and Adjustment Inspection. Consult with Owner regarding recommended additions or modifications to maintenance procedures. Clean and lubricate as required. Replace items, which have deteriorated or failed due to faulty design, materials, or installation. Provide Architect with written report upon completion of above.

END OF SECTION

RELATED DOCUMENTS:

The general provisions of the Contract, including General and Supplementary Conditions, and General Requirements, apply to the work specified in this Section.

PART 1: GENERAL

SUMMARY:

Provide glass, glazing, and special fire glass as indicated below, complete.

Work Included This Section:

Glass and Glazing For:

- Aluminum Entrances
- Steel and Wood Doors
- View Windows and Panels
- Exterior Windows
- Special fire glass, frames and doors

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this Section refer to Section 01068.

QUALITY ASSURANCE:

Completed assemblies shall comply with all current NC Building code requirements.

Performance Requirements: Provide exterior glazing systems that meet all requirements of Florida High Velocity Hurricane Zone (HVHZ) Protocols, South Florida Building Code Protocols TAS 201, TAS 202, and TAS 203, ASTM E 1886, ASTM E 1996 and comply with performance requirements indicated, as demonstrated by testing manufacturer's assemblies in accordance with test method indicated:

1. Small Missile Level A Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.
2. Large Missile Level (C or D) Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.
3. Hurricane Resistant Openings: Exterior hurricane opening assemblies to be tested according to ASTM E330, ASTM E1886, ASTM E1996 standards, and certified by a qualified independent third party testing agency acceptable to authority having jurisdiction, with labeling indicating compliance with the wind load and design pressure level requirements specified for the Project.

Provide safety glass (tempered, laminated, hurricane and impact rated) complying with requirements of the IBC Code, ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings -- Safety Performance Specifications and Method of Test.

Label each piece of glass designating type and thickness of glass. Do not remove label prior to installation.

Permanently identify each unit of tempered glass. Etch or ceramic fire identification on glass; identification shall be visible when unit is glazed.

Warranty: Provide manufacturer's standard 10 year warranty, including include replacement of sealed glass units exhibiting seal failure or leakage, interpane dusting or misting.

Manufacturers:

Standard: For purposes of designating type and quality for work under this Section, Drawings and Specifications are based on products manufactured or furnished by following manufacturers:

- American St. Gobain Corporation
- Libby-Owens-Ford Glass Company
- Mississippi Glass Company
- Pittsburg Plate Glass Company
- Technical Glass Products
- Nippon Electric Glass Co., Ltd.
- Pilkington

SUBMITTALS:

Glass and Glazing: Submit samples of each type of glass, metal insulated panel, glazing compound, sealant and tapes for Architect's approval.

Product Data: Submit copy of manufacturer's specifications and installation instructions for each type of glass and glazing material. Include test data or certification substantiating that glass complies with specified requirements and manufacturer's warranties.

Submit manufacturer's standard 10 year warranty for insulated glass units.

MANUFACTURER'S LABELS:

Labels showing Glass Manufacturer's identity, type of glass, thickness and quality will be required on each piece of glass. Labels must remain on glass until it has been set and inspected.

Containers: All glazing compounds shall arrive at project site in unopened, labeled containers.

PRODUCT HANDLING:

Sizes of glass indicated on Drawings are approximately only. Determine actual size required by measuring frames to receive glass at project site, or from guaranteed dimensions provided by Frame Supplier.

Cutting: All glass shall be cleancut. Nipping to remove flares or to reduce oversized dimensions of any type of glass will not be permitted.

Deliver glass to site in suitable containers that will protect glass from weather and from breakage. Store material in safe place to minimize breakage, but deliver sufficient glass to allow for normal breakage.

DESIGN AND PERFORMANCE REQUIREMENTS:

Watertight and airtight installation of each piece of glass is required. Each installation must withstand normal temperature changes, wind loading, impact loading (for operating doors) without failure of any kind including loss or breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glazing materials, and other defects in work.

PART 2: PRODUCTS

GLASS:

SuperGrey Tinted Solar Control Low-E Insulating Glass: Unless otherwise notes, 1 5/16" thick impact-rated panels; 1/4" thick "deep cool-grey" low-reflective body-tinted float glass to exterior, 9/16" clear Low-E solar control plate glass to interior (1/4" / 1/16" lamination / 1/4"); Low-E shall be on the 3rd surface, with 1/2" space between glass panes by dessicant filled spacer and sealant device.

Pilkington SuperGrey / Energy Advantage

Properties: Pilkington SuperGrey / Energy Advantage Low-E Glass

Glazing:	Exterior
Type:	Insulated
Total Thickness:	1 5/16" (24 mm)
Space Filler:	Dehydrated Air Space
Outboard Lite:	1/4" SuperGrey Tinted Float Glass
Inboard Lite:	9/16" (1/4" / 1/16" lamination / 1/4") Energy Advantage Low-E Glass
Low-E Surface:	3 rd Surface

Heat Strengthened:	Safety as required – see elevations
Tempered:	Safety as required – see elevations

Visible Light Transmittance (%):	LT 7%
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Visible Lite Exterior Reflectance (%):	LRO 4%
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Visible Lite Interior Reflectance (%):	LRi 13%
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Total Solar Energy Direct Transmittance (%):	ET 5%
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Total Solar Energy

Reflectance (%): ER 4%

U-V Transmittance (%): UV 1%

Solar Heat Gain: SHGC 0.15

Shading Coefficient: TSC 0.18

All exterior glazing systems shall be impact-resistant meeting requirements of IBC Chapter 1609.1.2, and ASTM E 1996 and E 1886. Indicate compliance with Large Missile Level (C or D) Impact Test conducted on test units in accordance with TAS 201 or ASTM E 1886/E 1996. Upon completion of the missile impact tests, the test units shall be tested in accordance with TAS 203 or ASTM E 1996 cyclic load test.

Provide impact resistant glass throughout where required under Chapter 24, Section 2406, North Carolina State Building Code Current Edition, Category I and II, CPSC 16 CFR Part 1201.

Fire Rated Glass: Provide fire-rated impact resistant glass for protected openings as indicated, "Pyrostop" manufactured by Technical Glass Products. Conform to UL 10 C, UBC 7-2, and UBC 7-4, UL File No. R-19207, design U533. Frame tests to pass ASTM E-119, NFPA 251, UL 263, UL 9, UL 10C, UBC 7-2 and UBC 7-4.

Exterior Aluminum and FRP Entrance Doors: 9/16" laminated "neutral gray tint" Low-E tempered plate glass (1/4"/ 1/16" lamination / 1/4"), impact resistant as required, complying with and tested with Large Missile Level (C or D) Impact Test, and cyclic load test.

Interior Doors: 1/4" clear tempered safety glass, impact resistant as required.

Interior Windows: 1/4" clear tempered safety glass, impact resistant as required.

SETTING BLOCKS AND SPACER SHIMS:

Fabricate blocks and shims from neoprene. Shape to required size and thickness. Material used for blocks and spacers must be compatible with type of compounds and sealants used and shall not cause staining or discoloration of sealant or frame.

Shore A durometer hardness of setting block and shim material shall be 70 to 90 points for setting blocks and 50 points for spacer shims, or as recommended by compound or sealant manufacturer.

GLAZING MATERIALS:

Glazing for exterior impact and hurricane rated glazing systems shall be manufacturer's standard glazing stops with EPDM glazing gaskets to prevent water infiltration at the exterior, and Dow Corning® 995 Structural Silicone Sealant with fixed stops at the interior.

Compatibility: Where combination of sealing materials is required for glazing in same frame, manufacturer shall certify that all glazing materials furnished are compatible with each other and compatible with material used for setting blocks and spacer shims.

PART 3: EXECUTION

CONDITION OF SURFACES:

Preparation: Check all frames prior to glazing. Openings shall be square, plumb, and with uniform face and edge clearances. Maintain 1/8" minimum bed clearance between glass and frame on both sides.

Clean all surfaces to be glazed with xylol, a 50-50 mixture of acetone and xylol, or other solvents recommended by compound or sealant Manufacturer. Any defects affecting satisfactory installation of glass shall be corrected before starting of glazing.

Temperature: Do not apply any compound or sealant at temperatures lower than 40 degrees F.

INSTALLATION:

Workmanship: Apply glazing compound uniformly with accurately formed corners and bevels. Remove excess compound from glass and frame. Use only recommended thinners, cleaners and solvents. Do not cut or dilute glazing compound without approval from Architect. Make good contact with glass and frame when glazing and facing off.

Cleaning: Compound shall be removed from glass before it hardens. Remove any excess sealants from glass and adjoining surfaces during working time of material, within two to three hours.

Blocks and Spacers: Where setting blocks and spacer shims are required to be set into glazing compound or sealant, they may be butted with compound or sealant, placed in position, and allowed to set firmly prior to installation of glass.

Miscellaneous Interior Glazing: Unless otherwise indicated, all interior glass shall be channel glazed with glazing compound. Apply as follows:

Apply ample back compound to rabbet so that it will ooze out when glass is pressed into position and completely cover glass in rabbet. Press glass into position.

Secure glass in place by application of stop beads. Bed stop beads against glass and bottom of rabbet with compound, leaving proper thickness between glass and stop beads. Secure stop beads in place with suitable fastenings. Strip surplus compound from both sides of glass and tool at slight angle to provide clean sight lines.

Glazing Aluminum Entrances and Window Wall System:

Glass shall be set in accordance with aluminum entrances and window walls Manufacturer's shop drawings and instructions.

Install moldings level, plumb and square. Moldings at corners shall be accurately cut, neatly fitted, and joined as recommended by Storefront manufacturer.

REPLACEMENTS AND CLEANING:

Condition: At completion of work, all glass shall be free from cracks, sealant smears and other defects.

Protection/Replacement: Protect glass surfaces and edges during the construction period. Keep glass free from contamination by materials capable of staining glass. Any glass that is defective before acceptance, or within one year warranty period, as result of manufacturing, transporting, or performance of Contractor, shall be removed and replaced with new glass without cost to Owner.

END OF SECTION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PART 1: GENERAL

DESCRIPTION OF WORK:

Under this Section, provide gypsum board for wall assemblies (non-fire rated and fire-rated), partitions, ceilings, ceiling access doors, fireproofing for beams and columns as indicated on drawings and as specified herein.

Note all gypsum drywall, except as noted on drawings, shall be provided with a LEVEL 4" gypsum wallboard finish.

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this Section refer to Section 01068.

QUALITY ASSURANCE:

Manufacturers:

Standard: For purposes of designating type and quality for work under this Section, Drawings and Specifications are based on products manufactured or furnished by United States Gypsum Company.

Acceptable Manufacturers: Products of following manufacturers which meet all requirements of these specifications will be acceptable:

- U.S. Gypsum
- CertainTeed Corporation
- Georgia-Pacific
- National Gypsum Company

Source: Products for use on this Project shall be of one Manufacturer for same function, unless noted specifically otherwise herein.

SUBMITTALS:

Manufacturer's Data: Submit (in duplicate) Manufacturer's printed catalog cuts, installation instructions, and finishing instructions.

Test Reports: Submit (in duplicate) reports from Underwriter's Laboratories, Inc. or other acceptable testing agencies, on fire tests of designs referred to in Contract Documents.

Mock-up Sample: When required, fabricate a field sample mock-up of gypsum wallboard with the specified "orange peel" texture applied, for review and approval by Architect. Approved mock-up will stand on site for reference as the project standard for all orange peel textured walls.

Mock-up Sample: Fabricate a field sample mock-up of gypsum wallboard aluminum reveals, for review and approval by Architect. Approved mock-up will stand on site for reference as the project standard for all aluminum reveal walls.

PRODUCT HANDLING:

Delivery: Deliver materials in original packages, containers or bundles bearing brand name and name of manufacturer or supplier for whom product is manufactured.

Storage: Gypsum board and insulation material delivered prior to use shall be stored within completely weather tight structure, off ground, and completely enclosed within weather tight covering. Stack all board materials on 2"x 4" risers, spaced 16" o.c. Weather tight covering shall also extend completely under stacked material to prevent seepage of moisture if over uncovered ground or damp slab.

Handling: Exercise care, during handling and storage, to avoid undue sagging or damage to edges, ends, and surfaces.

ENVIRONMENTAL CONDITIONS:

Building: Application of gypsum board shall commence only after structure is completely weather -tight.

Temperature: In cold weather and during period of gypsum board application and joint finishing maintain temperatures in building uniformly within range of 55 degrees to 70 degrees F. Provide adequate ventilation to eliminate excessive moisture in building during same period.

PART 2: PRODUCTS

MATERIALS:

Gypsum Board shall be furnished in 48" widths and in lengths of at least 2" greater than height from floor to finished ceiling to permit vertical installation of all boards. Contractor shall have option to furnish boards for vertical installation full height to structure above where required in one sheet, 48" wide.

Types: Gypsum Board shall conform to following:

1. Gypsum Board shall be fire-resistive type throughout of various thicknesses indicated, equivalent to Sheetrock Brand Firecode C. Provide impact resistant gypsum wallboard at locations indicated on Drawings.
2. All 5/8" thick gypsum board shall be taper-edged, fire-resistive, conforming to ASTM C 1396.
3. Mold and Mildew Resistant Gypsum Board shall be "Sheetrock Mold Tough Gypsum Wallboard" 5/8" tapered-edge with treated manila paper finish and "Sheetrock Mold Tough Fire-code C Wallboard, 5/8" tapered-edge with treated manila paper finish for 1 hour rated partitions. Use 5/8" mold and mildew resistant gypsum board for ceilings of janitor closets, shower rooms, tub rooms.
4. Tile Backer Board: Use 5/8" tile backer board for backup of all areas scheduled to receive thin set ceramic tile. Moisture resistance silicone core reinforced with inorganic glass fiber matt. "DenShield Tile Guard" by Georgia-Pacific, or equal products by approved manufacturers.
5. Exterior Wall Sheathing Board shall be 5/8" thick fire retarding fiberglass reinforced gypsum board, with sealed and taped joints: "Dens-Glass Gold" by Georgia-Pacific, or equal products by approved manufacturers.

6. Gypsum Soffit board shall be 5/8" thick, fire coded, exterior gypsum soffit board by Bestwall, U. S. Gypsum, or equal products by approved manufacturers.
7. Wall Spray Texture: SHEETROCK Wall & Ceiling Spray Texture, SHEETROCK Wall & Ceiling Texture (TUF-TEX), SHEETROCK Wall & Ceiling Spray Texture – Ready Mixed.
8. Sheetrock Brand First Coat drywall finishing primer.

FASTENERS:

Screws for attachment of board to metal studs and metal ceiling and wall furring shall be 7/8" or 1" US Drywall Screw, Type S. All screws shall have bugle head.

METAL AND PLASTIC CORNER BEADS AND TRIM:

Interior Work:

Plastic: All external corners are to be bullnozed radius trimmed unless otherwise indicated.

Metal: Fabricate metal corner beads from galvanized steel, not lighter than 0.02" nominal thickness, in following shapes and sizes.

1. Corner Beads for all 90 degree external corners shall be equivalent to USG No. 100-Perf-A-Bead.
2. Corner Beads for all radiused external corners shall be heavy duty plastic, equivalent to No. BCB100, radiused bullnoze corner bead by Vinyl Corporation.
3. Metal Trim shall be equivalent to USG 200 Series Perf-A-Trim, sized for wallboard thickness.
4. Anodized Aluminum Reveals: Continuous anodized aluminum reveals shall be provided in profile and layout indicated on Drawings, with factory fabricated intersections. Install or provide mock-up installation samples for Architect's review and obtaining final approval prior to proceeding with installations. Fry Reglet or equivalent.

REINFORCING TAPE AND JOINT TREATMENT (INTERIOR)

Tape shall be equivalent to "Perf-A-Tape".

Compound for embedding and fill coat application shall be equivalent to "Perf-A-Tape Joint Compound".

Compound for finishing shall be equivalent to "Perf-A-Tape Topping Compound".

ADHESIVE AND CAULKING:

Laminating Adhesive: Laminating adhesive for face layer application in double-layer systems shall be equivalent to "Perf-A-Tape Joint Compound, embedding type".

Caulking Compound: Acoustical type sealant, furnished by Gypsum Board products manufacturer.

CRACK CONTROL JOINTS:

Crack control joints shall be provided in pre-approved locations as directed by the Drawings and the Architect, at each jamb of windows exceeding 10' in width, in walls at 40' intervals, and in ceilings at 30' intervals. Provide manufacturer standard metal exp/control joint material.

PART 3: EXECUTION

CONDITION OF SURFACES:

Inspection: Examine surfaces to receive gypsum board for defects, which might impair quality of finished installation. Do not start work until such defects have been corrected.

Framing Spacing: Framing members to which gypsum board will be fastened shall be straight and true, and spaced as indicated on Drawings, not to exceed 16" o.c. for walls and ceilings. Framing and bridging members shall be adequate to carry design or code loading. Bridging members shall be spaced 48" o.c.

Supplemental Framing: Provide back blocking and framing as necessary for support of fixtures and all mounted equipment.

Coordination: Conduit, piping, retainers for corner guards and other items to be concealed by or penetrating, wallboard shall be installed and tested before applying wallboard.

INSTALLATION OF GYPSUM BOARD:

Cutting and Fitting:

Cut gypsum board by scoring and breaking, or by sawing. Work from face side.

Cut edges and ends of gypsum board shall be smoothed where necessary, in order to obtain neat jointing when board is erected.

Cut-outs for pipes, fixtures or other small openings shall be scored on face and back in outline before removal, or shall be cut out with saw or other suitable tools.

Where gypsum board meets projecting surfaces, scribe and cut neatly, fitting closely for caulked joint.

Application of Gypsum Board:

Apply continuous bead of Acoustical Sealant on floor at line of contact of board.

Walls: Apply gypsum board vertically, pressing into sealant, with boards in moderate contact, but not forced into place. At interval and external corners conceal cut edges of boards by overlapping covered edges of abutting boards. Arrange joints on opposite sides of partitions so as to occur on different framing members. Place long dimensions of panels parallel to furring or framing members. Panels shall be of length required to reach from 2" above ceiling line to floor line in one continuous length. Make joints over framing or furring members.

Ceilings: Apply board to ceilings with long dimension of board at right angles to furring members. At perimeters of all ceilings, edge joint shall be laid on metal trim strip against continuous bead of caulking, applied in advance of board application.

Gypsum Board End Joint at masonry walls shall be laid on metal trim strip against continuous bead of caulking, applied in advance of board application.

Corner Beads and Metal Trim: Internal corners do not require corner beads, but shall be reinforced with tape. External corners shall have corner bead fitted neatly over corner, and secured with same type fasteners used for applying wallboard.

ATTACHMENT:

Method: Space fasteners not less than 3/8" nor more than 1/2" from edge and ends of board. While fasteners are being driven, hold board in firm contact with under laying support. Application of fasteners shall proceed from central portion of board to ends and edges. If paper surface is broken by fastener in attachment, drive another fastener approximately 2" from faulty fastener.

Drive screws to provide screw head penetration just below gypsum board surface.

Spread adhesive over laminating surface of face or base layer gypsum board. Extend adhesive up to ends and edges of all board.

Spacing of Fasteners shall be as follows:

Screw Method: Space screws at maximum of 12" o.c. for ceilings and 16" o.c. for walls.

Corner Beads and Trim shall have fasteners spaced 6" o.c. driven through gypsum board into framing members.

JOINT FINISHING AND FASTENER CONCEALMENT:

Provide "LEVEL 4" gypsum wallboard finish at all areas, unless indicated otherwise.

Provide total coverage coat of Sheetrock Brand First Coat Primer or equivalent prior to paint coats. Reference 09900.

Method: Mix and use joint compound and topping compound in accordance with manufacturer's recommendations printed on bag. Apply by machine or hand tool. Allow minimum drying time of 24 hours between adhesive coats. Sand all coats as necessary after each application. Clean excess compound from surface of gypsum board as compound is applied.

Reinforcement: Reinforce wall and ceiling angles and inside vertical corner angles with tape folded to conform to adjoining surfaces, and to form straight, true angle. All gypsum board joints except joints at metal trim shall be tapered.

Embedment Coat: Apply thin, uniform layer of joint compound (embedding type) approximately 3" wide over joint to be reinforced. Center tape over joint and seat into compound; leaving sufficient compound under tape to provide proper bond. Apply skim coat of compound immediately after embedding tape.

Fill Coat: After drying, cover embedding compound with fill coat of compound. Spread evenly over and slightly beyond tapered edge area of board. Feather at edges.

Topping: Cover fill coat with topping compound. Spread evenly over and slightly beyond edge of proceeding coat. Feather with smooth, uniform finish.

Fastener Concealment: Treat dimples at fasteners (and holes where temporary fasteners are removed) with three coats of joint compound applied as each coat is applied to joints.

Conceal flanges of all corner beads and trim members by minimum of two coats of compound applied strictly in accordance with Manufacturer's directions.

Caulking:

Joints at Penetrations: Where pipes, conduits, ducts, electrical devices, etc., penetrate gypsum board, seal joint around perimeter with caulking compound.

Joints between ceilings and walls shall be sealed continuously with acoustical sealant, as specified above.

DRYWALL CEILING ACCESS DOORS: Provide 24" x 24" x 16 gauge minimum primed steel ceiling access doors each space with drywall ceiling, hinged and with key lock. Provide UL Listed fire-rated doors all locations where a rating is required. Provide USG No. 200-B metal trim on all edges of gypsum board. Finish as specified in 09900 Paint.

END OF SECTION

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

PART 1: GENERAL

DESCRIPTION OF WORK:

Extent of painting work is shown on drawings and schedules, and as herein specified.

The work includes painting and finishing of all interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.

Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

"PAINT" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

Paint all exposed surfaces, unless otherwise noted, whether or not colors are designated in "schedules", except where natural finish of material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Architect will select these from standard light colors available for materials systems specified. Where indicated, "accent" colors are medium to deep shades, which shall require no more than one additional paint coat.

Following categories of work are not included as part of field-applied finish work, or are included in other sections of these specifications.

Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated components such as architectural woodwork, wood casework, and shop-fabricated or factory-built mechanical and electrical equipment or accessories.

Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixture, switchgear and distribution cabinets, elevator entrance frames, doors and equipment.

Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

SUBMITTALS:

Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

Samples: Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.

On 12"x12" hardboard, provide sample of each color and material, with texture to simulate actual conditions. On CMU face shell, provide sample of each color and material, with texture to simulate actual

conditions Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.

Wall Mockup: Paint 10'x10' section of wall with permanent lighting illumination for Architect's review and approval, prior to ordering paint materials.

Epoxy Paint Product Data: Epoxy paint manufacturer shall provide documentation that the epoxy product is tested and approved for application in such locations and for application on the surface material that is being used, and use is in compliance 2012 NC Building Code Sections 1210.2 and 1210.3; and in compliance with 2012 Plumbing code Sections 419.3 and 417.4.1 for providing smooth, hard non-absorbent surfaces adjacent to urinals and water closets and shower heads.

DELIVERY AND STORAGE:

Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

- Name or title of material
- Fed. Spec. number, if applicable
- Manufacturer's stock number and date of manufacturer
- Manufacturer's name
- Contents by volume, for major pigment and vehicle constituents
- Thinning instructions
- Application instructions
- Color name and number

JOB CONDITIONS:

Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

Do not apply paint in snow, rain, fog or mist; or when relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by paint manufacturer's printed instructions.

Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2: PRODUCTS

COLORS AND FINISHES:

Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates.

Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.

Provide undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

EXTERIOR PAINT SYSTEMS:

- A. GALVANIZED METAL - (G60 Galvanized Steel; including Structural Steel Columns, Beams, Miscellaneous Structural Steel Members, Miscellaneous Steel Framing, Miscellaneous Stair & Ornamental Iron excluding treads, Catwalks excluding steel bar grating and treads, Fire Escapes, Hydrants). Note: G90 hot-dipped galvanized surfaces shall not be painted.

1. Acrylic Systems

a. Gloss Finish

- i. Surface Preparation: Refer to Part 3 Surface Preparations of these specifications for Cleaning & Testing/Evaluations; Manufacturer's guidelines and recommendations stand as requirements of this work.
- ii. 1st Coat: S-W Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)
- iii. 2nd Coat: S-W Sher-Cryl HPA High Performance Acrylic, B66-300 Series (10 mils wet, 4 mils dry film thickness)
- iv. 3rd Coat: S-W Sher-Cryl HPA High Performance Acrylic, B66-300 Series (10 mils wet, 4 mils dry film thickness)

- B. METAL - (Shop Primed Metal Doors and Frames/ Panels, etc.)

1. Acrylic Systems

a. Gloss Finish

- i. Surface Preparation: Manufacturer's guidelines and recommendations stand as requirements of this work
- ii. 1st Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series
- iii. 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series (4 mils wet, 2 mils dry per coat)

- C. EXTERIOR BRICK WATERPROOFING - (Apply to Existing Exterior Brick Masonry where indicated on Drawings)

1. Silane/Siloxane Penetrating Water Repellant Sealer Systems

- a. Transparent / No Gloss Finish
 - i. Surface Preparation: Manufacturer's guidelines and recommendations stand as requirements of this work
 - ii. 1st Coat: W. R. Meadows INTRAQUARD Silane/Siloxane Sealing compound (50 sq. ft. per gallon)
 - iii. 2nd Coat: W. R. Meadows INTRAGUARD Silane/Siloxane Sealing compound (50 sq. ft. per gallon)

INTERIOR PAINT SYSTEMS

A. MASONRY - (Walls & Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick or Block CMU, Cement Board)

1. Acrylic Enamel Systems

- a. Semi-Gloss Finish
 - i. 1st Coat: Loxon Block Surfacer, LX01W0200 (tinted and rolled in to fill all pits and pores completely, 16 wet mils, 8.8 dry mils).
 - ii. 2nd Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series
 - iii. 3rd Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series (4 mils wet, 1.3 mils dry per coat)

B. WET AREAS - (All Food Service Area walls, Toilets and Restrooms CMU walls, Gypsum Board Walls and Ceilings, All Shower Wall and Ceilings, High Moisture Areas). NOTE: Epoxy paint manufacturer shall provide documentation that the epoxy product is tested and approved for application in such locations and for application on the surface material that is being used.

1. Epoxy Systems

- a. Gloss Finish
 - i. 1st Coat for Existing Walls Oil Based Painted: S-W Extreme Bonding Primer, B51W00150 (3.1 mils wet, 0.9 mils dry)
 - ii. 1st Coat New CMU: S-W Loxon Block Surfacer, LX01W0200 (tinted and rolled in to fill all pits and pores completely, 16 wet mils, 8.8 dry mils).
 - iii. 1st Coat Gyp. Bd.: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4 mils wet, 1.0 mils dry)
 - iv. 2nd Coat: S-W Water Based Catalyzed Epoxy, B73-300 Series (8 mils wet, 4 mils dry)
 - v. 3rd Coat: S-W Water Based Catalyzed Epoxy, B73-300 Series (8 mils wet, 4 mils dry)

C. CONCRETE FLOORS – (Auditorium Floors, Shop Floors, Utility Equipment Platforms, Custodial Spaces, Stairwells, Electrical Equipment Rooms, Boiler Rooms).

1. Urethane Systems

a. Gloss Finish (gray pigment)

- i. 1st Coat: Pressure wash, and SSPC prep
- ii. 2nd Coat: S-W Armorseal Rextthane I, B65-60 Series (3.0 – 4.5 mils wet, 2.0 – 3.0 dry)
- iii. 3rd Coat: S-W Armorseal Rextthane I, B65-60 Series (3.0 – 4.5 mils wet, 2.0 – 3.0 dry), (shop floors with anti-slip additive)

D. METAL – (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous Structural Steel Members, Miscellaneous & Ornamental Iron, Sashes, Doors, Door Frames, Partitions, Cabinets, Lockers, Radiators, Wall Louvers, Pumps, Motors, Machines, Convector, Ducts [Ventilating], Electrical Raceways & Conduits, Elevator Cabs, Copper, Non-Galvanized Metal)

1. Acrylic Systems

a. Semi-Gloss Finish

- i. 1st Coat: S-W Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)
- ii. 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series
- iii. 3rd Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series (4 mils wet, 2 mils dry per coat)

2. Dryfall Alkyd Systems (EXPOSED CEILINGS; Structure, Ceilings, Ductwork, Conduits, where Scheduled)

a. Flat Sheen Finish

- i. 1st Coat: S-W Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)
- ii. 2nd Coat: S-W Waterborne Acrylic Dry Fall, B42BW3 (9.0 mils wet, 3.5 mils dry)
- iii. 3rd Coat: S-W Waterborne Acrylic Dry Fall, B42BW3 (9.0 mils wet, 3.5 mils dry)

E. METAL - (Galvanized)

1. Acrylic Systems

a. Gloss Finish

- i. Surface Preparation: Refer to Part 3 Surface Preparations of these specifications for Cleaning & Testing/Evaluations; Manufacturer's guidelines and recommendations stand as requirements of this work.
- ii. 1st Coat: Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)

- iii. 2nd Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series
 - iv. 3rd Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series (4 mils wet, 2 mils dry per coat)
 - F. NON-TEXTURED SMOOTH DRYWALL (Walls, Ceilings, Gypsum Board, Wood Pulp Board, Plaster Board, Etc.)
 - 1. Acrylic Enamel Systems
 - a. Semi-Gloss Finish (UNLESS NOTED OTHERWISE)
 - b. FLAT SHEEN WHITE for drywall prosceniums, bulkheads, overhead drywall ceilings
 - c. Base Coat: SHEETROCK Brand First Coat (drywall finishing surface coat for equalizing textures, coordinate with 09250)
 - i. 1st Coat: S-W Premium Wall & Wood Primer, B28W08111 (4 mils wet, 1.6 mils dry)
 - ii. 2nd Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series
 - iii. 3rd Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series (4 mils wet, 1.3 mils dry per coat)
 - G. CANVAS PIPE WRAP (exposed to view)
 - 1. Latex Systems
 - a. Flat Finish
 - i. 1st Coat: S-W PrepRite 200 Latex Primer, B28W200 (add fungicidal agent) (4 mils wet, 1.2 mils dry)
 - ii. 2nd Coat: S-W ProMar 200 Latex Flat B30W200 Series (4 mils wet, 2 mils dry)
 - iii. 3rd Coat: S-W ProMar 200 Latex Flat B30W200 Series (4 mils wet, 2 mils dry)
 - J. BONDING PRIMER (Does not apply to existing or new "Spectraglaze" block): (Interior Hard, Slick, Glossy Surfaces such as Existing Oil Based Wall Paint, Existing Painted CMU, PVC Piping, Plastics, Glass, Laminate, Aluminum, Varnished Woodwork, Ceramic Wall Tile, Glazed Block, Fluoropolymer Coatings)
 - 1. Acrylic Systems
 - b. S-W Extreme Bonding Primer, B51W00150 (3.1 mils wet, 0.9 mils dry)

PART 3: EXECUTION

INSPECTION:

Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of manner acceptable to Applicator.

Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

SURFACE PREPARATION:

General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, SSPC-SP, and as herein specified, for each particular substrate condition.

SSPC-SP: Steel Structures Paint Council Surface Preparation Specification

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

Wood: Clean wood surfaces to be painted. Remove dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

Ferrous Metals: Clean ferrous surface, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

Touch-up shop-applied primed coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

Galvanized Surfaces:

Hot-Dipped Galvanizing: Allow hot-dipped galvanized items to weather 6 months prior to surface preparations, and then steam clean per SSPC-SP 1. Do not use hydrocarbon solvents, vinegar or other mild acids for cleaning hot dipped galvanized surfaces. After cleaning, perform spot testing for any manufacturer's pre-treatments, using the procedure from ASTM D2092, Method B201, Volume 06.01. After pre-treatments testing, apply 2' x 2' paint test patch for evaluation of paint surface adhesion. Evaluate the adhesion at three locations of the surface area, by performing a tape adhesion test per ASTM Method D3359. Grade the tape adhesion of the coating by following ratings as set forth in ASTM D3359-97.

Galvalume: Clean free of grease, oil, dirt, soil, and other surface contaminants with hydrocarbon free solvent cleaner. Perform a light brush blasting per SSPC-SP7 if necessary. After cleaning, apply 2' x 2' paint test patch for evaluation of paint surface adhesion. Evaluate the adhesion at three locations of the surface area, by performing a tape adhesion test per ASTM Method D3359. Grade the tape adhesion of the coating by following ratings as set forth in ASTM D3359-97.

Special Food Service Area Wall Preparation: Special preparation will be required to assure that required Food Service area CMU wall surfaces are pointed and patched in strict accordance with the drawing's CMU surface preparation General Notes for on-site approval by local Health Department. All work resulting from inspection comments and requirements are to be provided at no additional cost.

Previously Coated Surfaces:

Maintenance painting will frequently not permit or require removal of old coatings prior to repainting. However, all surface contaminants such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dulled, and/or sanded before repainting. Thorough washing with an abrasive cleaner will clean and dull in one operation, or wash thoroughly and dull by sanding. Spot prime any bare areas with appropriate primer. Adhesion to existing glossy surfaces may require bonding primers.

Adhesion Testing: Check for adhesion by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system adhesion fails, report findings to Architect. Provide bonding primers where adhesion testing has failed or is in question.

Existing Stained Wood:

Wood must dry and cleaned of dirt, grease, wax, polish, and marks. Old finishes in poor condition should be completely removed and the surface treated as a new surface. Sand wood to a smooth surface with 100-120 grit paper. Remove sanding dust with a vacuum or tack cloth. Avoid sanding wood that has only stain on it, sanding will remove some of the stain creating an uneven appearance. Sand down bare spots and scratches, and stain to match adjacent color. Very lightly scuff sand between finish coats, 180 grit paper or finer, removing any raised graining. Perform adhesion testing, identifying any presence of any sanding sealer, which can prevent bonding and cause peeling.

SURFACE RESTORATIONS

Existing surfaces requiring restoration, including but not limited to existing steel door frames or existing window frame surfaces, require total surface cleaning complete, down to bare sound metal, in accordance with the applicable SSPC method required, and then surfaces immediately primed with applicable primer coats in DFT thicknesses required, prior to further ensuing work sequences; i.e. finish paint coats, re-glazings, frame preparations for hardware.

In addition to the Part 3 SURFACE PREPARATIONS specified, removal of all rust from existing surfaces may require sand blasting. Adhere to sandblasting requirements complying with 02070 Selective Demolition.

Once metal sections have been cleaned of all corrosion, small holes, depressions, and uneven areas resulting from rusting are to be filled with a patching material and sanded smooth to eliminate pockets where water can accumulate, and primed coated. Patching material shall be of high content steel fibers in an epoxy binder, similar to industrial steel repair or auto body patching materials

LEAD-BASED PAINT RENOVATION, REPAIR, AND PAINTING:

Applicators who perform painting renovations in housing or child occupied facilities built before 1978 must be certified by the Health Hazards Control Unit (HHCU). All work shall comply with requirements as published by the EPA Lead-Based Paint Renovation, Repair and Painting Rule in the Code of Federal Regulations.

Samples: For determining whether components are free of lead-based paint, certified applicators may collect paint chip samples and submit samples to a laboratory recognized by NLLAP for analysis. Required paint chip samples documentation shall be prepared and maintained by the certified applicator for three years.

MATERIALS PREPARATION:

Mix and prepare painting materials in accordance with manufacturer's directions.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

APPLICATION:

General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance, and complete hide. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

Special Food Service Area Wall Application: Roll-in two coats of masonry block filler coating in Food Service areas as necessary to completely fill all pits and pores prior to application of top coats. Final finished topcoat in Food Service areas to be free of all pits and pores, with a smooth completely washable surface. Apply additional coats when final coat of paint does not uniformly fill all pits and pores. Provide all work described as necessary to obtain an on-site approval by local Health Department.

Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

Sand lightly between each succeeding enamel or varnish coat.

Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.

Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed in occupied spaces.

Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

CLEAN-UP AND PROTECTION:

Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others by protection of their work, after completion of painting operations.

At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

EXTRA STOCK:

Furnish extra paint in manufacturer's sealed shipping containers. Provide one gallon for each type and color of paint applied in the project. Containers shall only be opened by the painter manufacturer/supplier to formulate required colors/mixes. These extra materials shall not be opened or used by the Contractor without written permission from the Owner. Place a label, protected by clear plastic on the lid of each container with the following typewritten information:

1. Paint Manufacturer
2. Product name and number
3. Mixing and color formulation
4. Painting contractor
5. Date that the paint container is put in the Owner's inventory
6. Room or area number where the paint applied was used

END OF SECTION