

PROJECT MANUAL FOR

New Connector for Micro Elementary School

301 E Main Street, Micro NC 27555

Johnston County Schools
Johnston County, North Carolina

Hite associates

ARCHITECTURE / PLANNING / TECHNOLOGY

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

STRUCTURAL ENGINEERING CONSULTANT: Queen Engineering & Design, P.A.

5530 Munford Road, Raleigh, NC 27612, (919) 420-0480

MECHANICAL / ELECTRICAL ENGINEERING CONSULTANT: Engineering Source of NC, P.A.

102-A2 Regency Blvd., Greenville, NC 27859, (252) 439-0338

OCTOBER 2025

NOTICE TO BIDDERS

Sealed proposals from selected bidders will be received by Johnston County Schools, at Facilities Services offices of Johnston County Schools Board of Education, 601 W Market St., Smithfield, NC 27577 on Tuesday, November 25, 2025, at 3:00 p.m., for the furnishing of labor, material and equipment entering into the construction of the **New Connector for Micro Elementary School**. Bids will immediately thereafter be publicly opened and read. Bids shall be marked "SEALED BID", addressed to the attention of Mr. Matthew Johnson, Senior Project Manager, Johnston County Schools, and shall include the Name, Address, and License Number of the Bidder, and the type of 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, during normal office hours, and may be obtained for purchase by calling Speedyblue Reprographics at (252) 758-1616, print@speedyblue.com.

There will be a Pre-Bid Conference at 3:00 PM on Tuesday, November 11, 2025, at the project location, Micro Elementary School, 301 E Main Street, Micro, NC 27555.

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

General Contractors are notified that Chapter 87, Article I, General Statutes of North Carolina, will be observed in receiving bids and awarding the General Contract. General 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 the 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.

NOTICE TO BIDDERS

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

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 and shall remain valid and good for a period of 90 days after the bid date.

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

SIGNED: Mr. Matthew V. Johnson, Senior Project Manager
Johnston County Schools
601 W Market St.
Smithfield, NC 27577

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)

New Connector for Micro ES
Micro Elementary School
301 E Main Street
Micro, NC 27555

THE OWNER:

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

Johnston County Board of Education
601 A West Market Street
Smithfield, NC 27577

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** Building Information Modeling Exhibit, if completed:

.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 11:04:46 ET on 02/03/2025.

PAGE 1

New Connector for Micro ES
Micro Elementary School
301 E Main Street
Micro, NC 27555

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Johnston County Board of Education
601 A West Market Street
Smithfield, NC 27577

...

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 11:04:46 ET on 02/03/2025 under Order No. 4104247004 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 3.4: In addition to obtaining Bidding Documents from the Hite Associates website, qualified bidders, subcontractors, material suppliers may obtain complete or SpeedyBlue Printers for the cost of printing and mailing partial sets of the Drawings Bidding Documents and specifications from

ADD subparagraph 3.5: All Bidders, subcontractors, and material suppliers are to use the Hite Associates website only, for accurate and complete Bid Documents. The Owner nor 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.

ADD: No Bid may be withdrawn after the scheduled closing time for receipt of bids, and shall remain valid and good for 90-days after the bid date.

ARTICLE 7

ADD: Furnish a Performance Bond and a Labor and Material Payment Bond 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

From: _____ Contract: GENERAL

Address: _____

To: Johnston County Schools 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 Johnston 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: NEW CONNECTOR FOR MICRO ELEMENTARY SCHOOL, 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:

SINGLE PRIME CONTRACT ALL WORK:

_____ Dollars(\$)

Plumbing subcontractor (if any): _____

Mechanical subcontractor: _____

Electrical subcontractor: _____

ALTERNATES:

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

ALTERNATE NO. G-1 Shall be the amount added to the Base Bid to provide 08700 finish door hardware as specified, in lieu of other, equivalent manufacturers:

(Add) _____ Dollars (\$)

ALTERNATE NO. E-1 Shall be the amount added to the Base Bid to provide GE electrical equipment to match existing in lieu of other, equivalent manufacturers.

(Add) _____ Dollars (\$)

ALTERNATE NO. E-2 Shall be the amount added to the Base Bid to provide Exit & Combo Emergency-Exit Lights manufactured by Exitronix as listed in the Light Fixture schedule, in lieu of other, equivalent manufacturers.

(Add) _____ Dollars (\$)

ALTERNATE NO. E-3 Shall be the amount added to the Base Bid to provide fire alarm system expansion devices manufactured by Notifier Fire Systems (to integrate with existing Notifier system) as specified, in lieu of other, equivalent manufacturers.

(Add) _____ Dollars (\$)

ALTERNATE NO. E-4 Shall be the amount added to the Base Bid to provide a security system components manufactured by S2 (to integrate with existing system) with Panasonic cameras as specified, in lieu of other, equivalent manufacturers.

(Add) _____ Dollars (\$)

ALTERNATE NO. E-5 Shall be the amount added to the Base Bid to provide a Intercom System Components manufactured by Bogen (to integrate with existing system), in lieu of other, equivalent manufacturers.

(Add) _____ Dollars (\$)

UNIT PRICES:

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices will include all costs, and shall be applied, as appropriate, to compute the total value of changes in the scope of the installed work, all in accordance with the contract documents. Unit prices listed shall include all overhead and profit costs.

ITEM #	DESCRIPTION	UNIT PRICE
1	Mass Under Cut Excavation (Disposal OFF Site)	c.y. (cubic yard)
2	Foundation Under Cut Excavation (Disposal OFF Site)	c.y. (cubic yard)
3	Off-Site Select Borrow Fill	c.y. (cubic yard)
4	#57 or #67 Stone (Building foundations)	c.y. (cubic yard)
5	4" Thick Concrete Sidewalk	s.y. (square yard)
6	Conflict Box	each

NOTE: "Installed" means undercut and fill are measured compacted and in place complete assembly, not by truckload or prior to compaction.

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.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In submitting a bid, the undersigned bidder certifies that:

In accordance with federal regulations, 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, an 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 this amendment in connection with this bid, and that it will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award in connection with this 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. 3 _____ Addendum No. 5 _____ Addendum No. 6 _____

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

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.

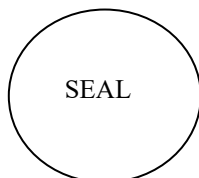
In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms Listed, in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach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

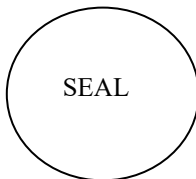
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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**)

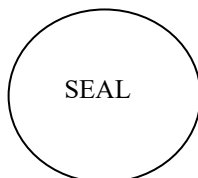
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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:

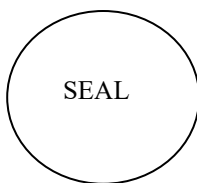
- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to 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****

OWNER-CONTRACTOR AGREEMENT

PROJECT NUMBER: (22423)

SCHOOL NAME: **MICRO ELEMENTARY SCHOOL**

THIS AGREEMENT, in four (4) copies, made this () day of _____, Two Thousand and Twenty-Five by and between **Johnston County Schools** (herein referred to as the "Owner"), whose mailing address is **601A West Market Street, Smithfield, NC 27577** (herein referred to as the "Contractor"), whose mailing address is _____ . Correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the new construction of **NEW CONNECTOR FOR MICRO ELEMENTARY SCHOOL** (hereinafter referred to as the "Project" or the "Work"); and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the plans and specifications prepared by **Hite Associates, PC**, dated **January 2025** for **Johnston County Board of Education**, including the following addenda:

[REDACTED]

A listing of the plans and specifications included in the Contract Documents is attached as Exhibit A.

- 2.2 The Parties agree that the Project shall include the following alternates:

[REDACTED]

- 2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

List item(s) and proposed deduct/add(s). If none, delete this language list "None"

- 2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

List item(s) and proposed allowance(s). If none, delete this language list "None"

- 2.5 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

- 2.6 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) shall be **Hite Associates, PC** whose address is 2600 Meridian Drive, Greenville, NC 27834, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before the date established for Final Completion in the Supplemental Conditions.
- 4.3 The Supplemental Conditions contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under 8.3 DELAYS AND EXTENSIONS OF TIME.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General and Supplemental Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of [REDACTED] Dollars (\$ [REDACTED]) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$_____.
- 5.3 Unit Prices are established as follows for the Project:

Unit Price No. 1		\$
Unit Price No. 2		\$
Unit Price No. 3		\$
Unit Price No. 4		\$

Unit Price No. 5		\$
Unit Price No. 6		\$
Unit Price No. 7		\$
Unit Price No. 8		\$

Article 6

PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions. Payments due and unpaid under the Contract Documents shall not bear interest.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor one (1) set of drawings and one (1) set of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

IN WITNESS WHEREOF, **Johnston County Board of Education** (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Chairperson and Secretary, and _____ (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

JOHNSTON COUNTY BOARD OF EDUCATION

Board Chairperson

ATTEST:

Superintendent

[Corporate Seal]

By: _____
_____, President or Vice-President
(Print Name)

ATTEST:

Corporate Secretary

[Corporate Seal]

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

Finance Officer Date

PERFORMANCE BOND

IT IS HEREBY AGREED that

(Insert full name and address of Contractor)

as Principal, hereinafter called Contractor, and,

(Insert full name and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the

as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for the construction of _____ (Insert the name of the Project)

in accordance with Drawings and Specifications prepared by _____ (Insert full name and address of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default, under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of any applicable statute of limitations under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____ 20____.

PRINCIPAL

[Affix corporate seal]

(Name)_____

(Title)_____

(Witness)

SURETY

[Affix corporate seal]

(Name)_____

(Title)_____

(Witness)

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

IT IS HEREBY AGREED that

(Insert full name and address of Contractor)

as Principal, hereinafter called "Principal," and,

(Insert full name and address of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto the

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Principal has by written agreement dated _____, 20_____, entered into a contract with Owner for the construction of _____ (Insert the name of the Project)

in accordance with Drawings and Specifications prepared by _____ (Insert full name and address of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days, after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at

any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this ____ day of _____ 20 ____.

PRINCIPAL

[Affix corporate seal]

(Name)_____

(Title)_____

(Witness)

SURETY

[Affix corporate seal]

(Name)_____

(Title)_____

(Witness)

for the following PROJECT:

(Name and location or address)

Micro Elementary School Connector

THE OWNER:

(Name and address)

Johnston County Board of Education
601 A West Market Street
Smithfield, NC 27577

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 expediter for the project. In addition to the duties and responsibilities stated in this Agreement, the general contractor/project expediter shall perform the duties and obligations imposed on the general contractor and project expediter 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 of 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.

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SECTION SC

SUPPLEMENTAL CONDITIONS

GENERAL CONDITIONS

Document GC, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplemental Conditions. The General Conditions and the Supplemental Conditions are applicable to all of the Work under this contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplemental Conditions, the Supplemental Conditions shall control.

ARTICLE 1 - CONTRACT DOCUMENTS

ADD THE FOLLOWING TO 1.1.4.1:

- 1.1.4.1 The requirement to provide one set of drawings and specifications for free as noted in Section 1.1.4. is revised as follows:

NONE

ARTICLE 3 – CONTRACTOR

ADD THE FOLLOWING TO PARAGRAPH 3.21:

- 3.21 The Owner's policies are available for review at www.johnston.k12.nc.us

ARTICLE 7 – TIME

ADD THE FOLLOWING AS A NEW SECOND SENTENCE TO PARAGRAPH 7.2.1:

The Contractor acknowledges that the coronavirus (COVID-19) pandemic has impacted businesses across the country.

ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH IN 7.2.1.1:

The Parties agree that the weather station applicable to this Project shall be the one located at NOAA.gov, for Benson, N.C.

ARTICLE 8 – PAYMENTS AND COMPLETION

ADD THE FOLLOWING TO PARAGRAPH 8.9:

- 8.9.1 Substantial Completion Liquidated Damages shall be the sum of one thousand dollars (\$500) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.1 of the General Conditions.

- 8.9.2 Final Completion Liquidated Damages shall be the sum of one thousand dollars (\$500) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.2 of the General Conditions.

ADD THE FOLLOWING PARAGRAPH 8.11:

- 8.11.1 The schedule below contains certain specific dates in addition to date of Notice to Proceed and Time for Completion. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under Paragraph 7.2 DELAYS AND EXTENSIONS OF TIME.

SEE ADDITIONAL CONDITIONS FOR SCHEDULE DATES

- 8.11.2 The Owner reserves the right to withhold the issuance of Notice to Proceed by up to forty-five (45) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The contractor shall not be entitled to additional compensation if the owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

ARTICLE 9 – INSURANCE AND BONDS

ADD THE FOLLOWING TO PARAGRAPH 9.9:

- 9.9 Separate performance and payment bonds in the total amount of the Contract are required for Contract amounts in excess of \$300,000.

ARTICLE 10 – CHANGES IN WORK

ADD THE FOLLOWING NEW PARAGRAPH 10.9.14:

- 10.9.14 Additional services and dispute resolution services by the Design Consultant shall be paid by the Contractor at the rate of TWO-HUNDRED dollars (\$200.00) per hour.

ADD THE FOLLOWING NEW PARAGRAPH 10.9.15:

- 10.9.15 The Owner's Dispute Resolution Policy required by N.C.G.S. § 143-128(f1) is contained in Policyn9120 – Bidding for Construction Work
(https://boardpolicyonline.com/bl/?b=johnston_new&s=1395877)
The Dispute Resolution Policy is also included in the bid and contract documents.

END OF SUPPLEMENTAL CONDITIONS

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

FURNITURE MOVING AND ENVIRONMENTAL PROTECTION

Contractor will be responsible for moving furniture away from below the work space, in the space against the walls or in a location on site as approved by the school. Fixed furniture (such as in a lab or science room) shall be properly protected. Books and computers will be moved and stored by the Owner. Contractor shall protect the school environment from dust and other contaminants with plastic drops, temporary partitions, dust filters for HVAC returns, etc.

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 unless otherwise noted.
5. Unit Prices listed on Bid Form of Proposal, Sitework Material allowances, and Form of Contract shall include all overhead and profit costs. Overhead and profit shall not be listed as a separate or added cost when unit prices and materials allowances are used or credited.

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, in order 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 - DAYS CERTAIN)

The Start Date for the project will be the seventh day following receipt of the Architect's Notice to Proceed.

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. 180 DAYS: 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. 210 DAYS: The General Contractor will achieve Substantial Completion, allowing the Owner to occupy and use. The General Contractor will confirm in writing to the Architect that they have completed the Architect's construction review list (liquidated damages incurred).
4. 270 DAYS: General Contractor shall complete any remaining construction review items issued by Architect (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, 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 incompleted items remain to be done, for each scheduled date, the Contractor shall pay to the Owner the sum of \$500, 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, 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.

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.

BUILDERS RISK INSURANCE

Contractor shall provide Builder's Risk Insurance, payable to the Contractor and Owner as their interest may appear upon the entire structure 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.

END OF ADDITIONAL CONDITIONS

SUMMARY OF WORK

This project involves the furnishing of all labor, materials, and services necessary to complete the construction of the NEW CONNECTOR FOR MICRO ELEMENTARY SCHOOL, Johnston County Schools, North Carolina as shown by the drawings and as specified herein.

ONLINE CONTRACT DOCUMENTS

Contract documents and information contained therein INCLUDE all documents posted online for this project at www.hiteassoc.com.

PRIORITY OF CONSTRUCTION AND PHASING

Owner shall advise priority of construction based on school operations. Interior work required shall be fully coordinated with owner operations with the understanding that this work will be phased and work areas limited.

NOISE and SCHOOL OPERATIONS

All bidders are to understand that in submitting a bid, they are held to the contract conditions regarding school operations, that the school will be allowed to continue in full operation and that the operation will not be compromised unreasonably, in the opinion of the Johnston County Maintenance Director; that noisy operations such as sawing of metal, and screwing through existing building structural members, etc., will be done before or after school is in session. Particular care will be required on days set aside for semester or year-end testing.

Egress from buildings must be maintained at all times. Any temporary work affecting building egress will require approval by district staff and the local AHJ / Fire Marshal.

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.

During periods of time where school is in session, three (3) classroom blocks of rooms will be turned over to the contractor at a time. Upon completion of all work in this (3) room block and turn over to the school to resume its use, a next set of (3) rooms will be turned over, and will continue rotating work areas in this pattern throughout until substantial completion is achieved.

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 percent (90%) 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. 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. The Contractor shall issue daily electronic update reports via e-mail each end of workday. Electronic daily reports will include general descriptions of that day's work performed, a minimum of 3 individual photographs confirming the work descriptions, weather conditions for that day including rainfall total in inches, parties on site with crew manpower counts, and equipment on site.
9. 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.

10. 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

11. 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. Provide physical material samples, color charts and samples.
- b. Each Contractor shall submit to the Architect a cost breakdown of his contract on standard AIA form or replica. 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 on standard AIA form or replica, in PDF format, submitted electronically. 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.

12. 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. Contract shall provide written confirmation that that color samples submitted are up to date, current and can be provided. An incomplete color schedule will not be issued. All material samples must be submitted in order to make a complete, coordinated schedule.

13. 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.

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 placed on the job site by the Architect. These drawings will be entrusted to the care of 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.

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 via e-mail each end of workday. Electronic daily reports will include general descriptions of that day's work performed, a minimum of 3 individual photographs confirming the work descriptions, weather conditions for that day including rainfall total in inches, parties on site, crew 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 physical 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 product submittals shall be submitted electronically, in non-editable format PDF files, submitted via e-mail. Electronic submittals e-mail subject line will contain the project name, specification number, and product name.

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.

All material requiring color selection shall be submitted for review before any colors are selected. Contract shall provide written confirmation that that color samples submitted are up to date, current and can be provided. The Contractor shall allow 45 days after all submittals are made for the Owner to make selections, and schedule his submittals accordingly.

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.

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

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.

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)

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.

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 Bitting 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

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 \$20,000 to include labor, tax, and freight. The Owner reserves the right to bid the work or select subcontractors, or to credit any allowance at full value to remove the work from the Contract. Unit Prices listed on Bid Form of Proposal, Sitework Material allowances, and Form of Contract include all costs, including overhead and profit costs, and shall not be listed as a separate cost when unit prices and materials allowance materials are used or credited.

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

- Testing and Special Inspections
- Other 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.

MATERIALS ALLOWANCES (NONE REQUIRED)

1. Mass undercut for building footprint: General Contractor shall provide in his bid ZERO cubic yards of mass undercut, disposal off site, and select off-site backfill, compacted in place, as directed by the Engineer. Specified stripping of site as indicated in geotechnical report and fill as indicated by finished construction grades is NOT a part of this allowance.
2. Foundation undercut: General Contractor shall provide in his bid ZERO cubic yards of localized undercut installed for building foundations and floor slabs, disposal off site, with backfill of #57 or #67 washed stone, in addition to the specific requirements on the Structural Plans.

NOTE: THESE MATERIAL ALLOWANCES WILL BE MEASURED AND MONITORED BY THE OWNER'S TESTING AGENCY. AMOUNTS NOT USED WILL BE CREDITED BACK TO THE OWNER AT THE UNIT PRICE INDICATED ON BID FORM OF PROPOSAL. AMOUNTS USED IN EXCESS OF THESE ALLOWANCES WILL BE CHARGED TO THE OWNER AT THE SAME UNIT PRICES.

END OF SECTION

PART 1: GENERAL

Testing laboratory services will be paid for under the cash allowance as indicated in Section 01056 Allowances, to be provided in the General Contractor's bid, as amended below.

DESCRIPTION:

Work Included: From time to time during progress of the work, the Architect may require that testing be performed to determine that materials provided for the work meet the specified requirements; such testing includes, but not necessarily limited to:

- Soils Proofrolling, Cutting & Filling Operations
- Soil Compaction
- Cast-In-Place Concrete & Reinforcing
- Structural Steel & Decking Connections
- Masonry Reinforcing
- Exterior Wall Light Gauge Framing
- Fireproofing
- Spray Foam Insulation Thickness

Related work described elsewhere: Requirements for testing may be described in various sections of these specifications and Drawings; where no testing requirements are described but the Architect decides that testing is required, the Architect may require testing to be performed under current pertinent standards for testing.

Work not included: Selection of testing laboratory: The Architect will select a pre-qualified independent testing laboratory and / or consultant.

QUALITY ASSURANCE:

Qualifications of testing laboratory: The testing laboratory will be qualified to the Architect's approval in accordance with ASTM E-329-70 "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel Used in Construction".

Codes and Standards: Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

PRODUCT HANDLING:

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work.

PART 2: PRODUCTS

PAYMENT FOR TESTING SERVICES:

Initial Services: All testing services shall be paid for by the General Contractor through an allowance per Section 01056 Allowances.

Retesting: When initial tests indicate non-compliance with the contract documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof will be paid for by the Contractor and not charged to the Owner for Testing.

PART 3: EXECUTION

COOPERATION WITH TESTING LABORATORY:

Representatives of the testing laboratory shall have access to the work at all times; provide facilities for such access in order that the laboratory may properly perform its function.

SCHEDULES FOR TESTING:

Establishing Schedule: By advance discussion with the testing laboratory selected by the Architect, determine the time required for the laboratory to perform its tests and to issue each of its finding.

Provide all required testing time within the construction schedule.

Revising Schedule: When changes of construction schedule are necessary during construction coordinate all such changes of schedule with the testing laboratory as required.

Adherence to Schedule: When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of work, all extra costs for testing attributable to the delay may be back-charged to the Contractor and shall not be charged to the Owner.

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:

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 DOCUMENTS:

Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

DESCRIPTION OF WORK:

Extent of demolition is shown on the plans. Refer to all Drawings and project phasing requirements..

Demolition may require the removal and subsequent off-site disposal of the following, but is not limited to:

- Removal of asphalt or concrete paving, with curb and guttering.

- Removal of building structures and structural elements, complete with foundations – including concrete floors and walks and exterior canopies.

- Removal of building exterior wall and roof components.

- Removal of interior walls and components.

- Removal of partitions and doors.

- Removal of windows and window walls.

- Removal of ceiling systems, floor finishes and wall finishes.

- Removal of underground elements and components; piping and accessories.

- Removal of plumbing, electrical and mechanical equipment.

- Hazardous materials abatement. (The Corinth Holders High School was constructed in 2010, and was certified to be built without any hazardous material.)

Cutting concrete floors, masonry walls and ceilings for piping, ducts, and conduit is included with the work of the respective mechanical and electrical Divisions 15 and 16 Specification Sections.

Locating and identification of existing underground utilities.

SUBMITTALS:

Demolition Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's Representative for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.

Incorporate all selective demolition and abatement operations and phases into the Project CPM Schedule.

Coordinate with Owner's continuing occupation of portions of existing building.

JOB CONDITIONS:

Occupancy: Owner will be continuously occupying the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in a manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

Protections: Provide temporary barricades and other forms of protection as required to protect personnel and general public from injury due to demolition work.

Provide interior and exterior shoring, bracing or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

Protect floors with suitable coverings when necessary.

Construct temporary insulated solid dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.

Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure or interior areas of existing building.

Remove protections at completion of work.

Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

Explosives: Use of explosives will not be permitted.

Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

HAZARDOUS MATERIALS

Hazardous material abatement, including asbestos abatement, will be performed by a separate prime contractor, with which the General Contractor shall coordinate with. Master project construction schedule shall incorporate all abatement operations. Refer to and coordinate with the approved project construction schedule and the Supplementary General Conditions.

LEAD PAINT

If the building is constructed before 1978, all contractors are to assume that all painted surfaces inside the existing building may contain lead paint. The contractors are required to comply with OSHA Lead Construction Standard 29 CFR 1926.62.

All demolition debris can be disposed of at C&D landfill as long as the painted surfaces matrix has not been disturbed. For patching against the painted surfaces and painting, sanding, cutting etc. should be done by company who has received RRP certification for disturbing lead paint in a closed environment where children 6 years of age and under can enter the space during or after the work is completed. Information for RRP certification can be obtained from N. C. Health Hazard Control Unit, Raleigh, NC. Phone No. (919) 707-5950 / Don Chaney at (919) 707-5974.

Lead-Based Paint Renovation, Repair, and Painting: Firms and renovators who perform 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 renovators 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 renovator for three years.

At interior and exterior areas suspected to be or are tested positive for lead based paints, provide vertical containment consisting of a minimum of plastic sheeting or other impermeable material on a rigid frame, or an equivalent system of containing the work area. Vertical containment shall comply with requirements as published by the EPA Lead-Based Paint Renovation, Repair and Painting Rule in the Code of Federal Regulations.

HEPA vacuum cleaners must be designed so that all the air drawn into the machine is expelled through a HEPA filter with no air leaking past or around the filter.

Machines used to remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, abrasive blasting, or sandblasting, is prohibited on painted surfaces unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

INSPECTION:

Prior to commencement of demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner's Representative prior to starting work.

LOCATING EXISTING UNDERGROUND UTILITIES:

Prior to commencement of groundbreaking work, contractor shall provide for and retain a private utilities locating firm. All underground utilities within the construction limits shall be located, marked and identified by the private utility location service, prior to any ground breaking. All information shall be documented in a contractor's As-Built drawings format.

PREPARATION:

Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

Cease operations and notify the Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

Cover and protect furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.

Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.

Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dust-proof partitions of minimum 4" studs, 5/8" drywall (joints taped) on occupied side, 1/2" fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.

Provide weatherproof closures for exterior openings resulting from demolition work.

Locate, identify, stub off and disconnect utility services that are not indicated to remain.

DEMOLITION:

Perform demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.

Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.

Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative re-arrange selective demolition schedule as necessary to continue overall job progress without delay.

DISPOSAL OF DEMOLISHED MATERIALS:

The Owner reserves salvage rights to equipment and material, items to be determined at pre-construction conference. At request of the Owner, Contractor shall coordinate the scheduled removal of designated material to be salvaged and place said material outside of building, on site, for removal by Owner.

Remove all debris, rubbish and other materials resulting from demolition operations and not salvaged by the Owner from building site. Transport and legally dispose of materials off-site.

Hazardous materials disposal during demolition operations, shall comply with all applicable regulations, laws, and ordinances, concerning removal, handling and protection against exposure or environmental pollution.

Burning of removed materials is not permitted on project sites.

CLEAN-UP AND REPAIR:

Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.

Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior commencement of demolition work. Repair adjacent construction or surfaces soiled or damaged by demolition work to like new condition.

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

DESCRIPTION OF WORK:

Extend of site clearing is shown on drawings.

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping and stockpiling.
- Clearing and grubbing.

JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on Owner's property.

Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

PART 2: PRODUCTS

Not applicable to work of this section.

PART 3: EXECUTION

SITE CLEARING:

General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out stumps and roots, and backfill with suitable compacted fill material.

Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4". Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.

Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.

Remove heavy growths of grass from areas before stripping.

Stockpile a quantity of topsoil to allow a full 3" topsoil layer to be redistributed throughout all finish grade areas.

Stockpile topsoil in storage piles in areas shown, or where directed. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

Dispose of unsuitable or excess topsoil same as waste material, herein specified.

Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing.

Removal of Improvements: Remove existing above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

DISPOSAL OF WASTE MATERIALS:

Burning on Owner's Property: Burning is allowed on the Owner's property, with proper permits.

Removal from Owner's Property: Remove waste materials and unsuitable and excess topsoil from Owner's property and dispose of off-site in legal manner.

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

DESCRIPTION OF WORK:

Extent of earthwork is indicated on drawings.

Earthwork includes all excavation (removal of material) necessary to reach subgrade elevations indicated. This includes subsequent disposal of material. Preparation of subgrade for building pads, parking areas, access roads and storm drainage installation are included as part of this work.

QUALITY ASSURANCE

TESTING AND INSPECTION SERVICE:

All sub-grade and stone base shall be proof-rolled in accordance with NCDOT Standards and as directed by Engineer. Project Engineer shall be present at proof rolling.

CODES AND STANDARDS:

All work conducted as part of this are to be in compliance with NCDOT specifications for Roadway Construction.

SUBMITTALS:

Test Reports-Excavating: Submit following reports directly to Engineer from the testing services, with copy to Contractor:

Field density test reports on all trench backfill located beneath existing or proposed roadways.

JOB CONDITIONS:

Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner and Project Engineer immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.

Provide minimum of 48-hour notice to Engineer, Owner, and Local Government and receive written notice to proceed before interrupting any utility.

Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

PART 2: PRODUCTS

SOIL MATERIALS

DEFINITIONS:

Satisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GW, GP, GM, SM, SW and SP.

Drainage Fill: Washed, evenly graded mixture of crushed No. 57 - Stone.

Select Backfill: Job excavated or borrow material of coarse sands, fine sands or sandy clay mixture.

Backfill Materials: Satisfactory Class I through Class VII soil materials free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen material, vegetable and other deleterious matter.

Excavation: Removal of material encountered to subgrade elevations and the reuse or disposal of materials removed. Refer to the following section for additional definitions and classified excavations.

Unauthorized Excavation: Removing materials beyond indicated invert/subgrade elevations or dimensions without direction by the design authority, or Owner. Unauthorized excavations, as well as associated remedial work directed by design authority or Owner, shall be at contractor's expense. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by design authority.

Subgrade: The uppermost surface of an excavation (after stripping is fully complete) or the top surface of a new fill or backfill immediately below base course, drainage course, walks, drainage fill, slab base materials, or topsoil materials.

Borrow: Suitable soil materials obtained from off-site when sufficient approved soil material is not available from on-site excavations.

Surface Course: The top layer of the pavement structure placed on aggregate base course, asphalt base course, or subgrade, as required.

Aggregate Base Course: Aggregate material layer placed between the subgrade elevation and asphalt paving course, meeting the requirements of Section 910-1, Paragraph (a) of "Standard Specifications for Roads and Structures" by NCDOT.

Bedding Course: Layer placed over excavated subgrade in trench bottoms before laying pipe.

Structures: Buildings, footings, foundations, retaining walls, slabs-on-grade, curbs, tanks, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

UNIT PRICES

Rock Measurement: Volume of rock actually removed, measured in original position, but not exceeding the following:

1. 24 inches outside of concrete forms other than at footings.
2. 12 inches outside of concrete forms at footings.
3. 6 inches outside of minimum required dimensions of concrete cast against grade.
4. 6 inches beneath bottom of concrete slabs-on-grade.
5. 6 inches beneath bottom of footings.
6. 6 inches beneath invert elevation of pipe and/or related structures in trenches, and the greater of 24 inches wider than outside pipe diameter, or 42 inches wide (regardless of trench box sizes). 24 inches wider than related structures in trenches.

Unsuitable Soil Measurement: Volume of unsuitable soil actually removed below subgrade elevations (as recommended and classified by Owner's Geotechnical Testing Firm) measured in-place, but not exceeding the following:

1. 24 inches outside of concrete forms other than at footings.
2. 12 inches outside of concrete forms at footings.
3. 6 inches outside of minimum required dimensions of concrete cast against grade.
4. 12 inches beneath invert elevation of pipe and/or related structures in trenches, and the greater of 24 inches wider than outside pipe diameter, or 42 inches wide (regardless of trench box sizes). 24 inches wider than related structures in trenches.
5. Minimum dimensions as recommended by Owner's Geotechnical Testing Firm in any other areas.

Unit prices for unsuitable soil and rock removal shall include all work and materials as defined in Division 1 Sections, including any required replacement with suitable fill soils or other materials, as required.

Structural Geo-Grids: Integrally Formed Biaxial Geogrid for base reinforcement and subgrade improvement formed with polypropylene polymer in roll form providing positive mechanical interlock. Provide Tensar BX1100 Geogrid.

PART 3: EXECUTION

EXCAVATION CLASSIFICATIONS:

Excavation Classifications: All excavation is classified as General Excavation except for Mass Rock, Trench Rock and Unsuitable Soil Materials as defined in this section.

General Excavation: Excavation, removal and/or disposal of pavements and other obstructions visible on surface, underground structures, utilities, and other items indicated to be demolished and/or removed; together with soil, boulders, and other materials encountered that are not classified as Mass Rock, Trench Rock, Unsuitable Soil, or unauthorized excavation.

- a. Intermittent drilling, ripping or blasting to increase production and not necessary to permit excavation of materials encountered will be considered general excavation.
- b. Soil (irregardless of nature) or other debris encountered above plan subgrade elevations shall be considered general excavation unless determined by the Owner's Geotechnical Testing Firm to meet the definition of Mass Rock.

Unsuitable Soil Excavation: Removal and disposal of soil materials or other debris encountered at or below plan subgrade elevations, which are deemed unsuitable to remain in place by the owner's Geotechnical Testing Firm or design authority.

- a. Soil and/or other debris encountered above plan subgrade shall be considered general excavation.
- b. Soil material which, in the opinion of the Owner's Geotechnical Testing Firm, can be repaired by scarifying, drying or moistening, and recompact, or material which is made unsuitable by delay of work, lack of protection, inclement weather, or other actions of the Contractor or their Sub-Contractors shall not be considered as unsuitable soil and shall be repaired or replaced by the contractor at no additional cost to the Owner.
- c. Any material moved or removed without the prior classification, measurement and approval by the Owner's Geotechnical Testing Firm or design authority will be considered as general excavation.

Mass Rock Excavation: Removal of a rock formation within an open excavation that (1) is a boulder larger than 1.5 cubic yards in one piece, or (2) cannot be excavated without systematic drilling and blasting. In the event Mass Rock (as defined above) is encountered, the Contractor shall demonstrate (at no additional cost to the owner) to the Owner's Geotechnical Testing Firm that the rock cannot be ripped with equipment equivalent to the following size and performance ratings, without systematic drilling and blasting.

- a. Mass Rock Excavation Equipment: Late-model, track-type tractor rated at not less than 270 hp flywheel power with a draw bar pull of 65,000 lbs at 1 mph in the lowest available gear, and the highest normal operating rpm pulling a sharp, single-toothed shank ripper. The equipment operator should be adequately qualified and experienced with ripping rock with this type equipment.

Trench Rock Excavation: Removal of a rock formation within a trench excavation that (1) is a boulder larger than 1.0 cubic yards in one piece, or (2) cannot be excavated by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling and blasting.

- a. Trench Rock Excavation Equipment: Late-model, track mounted hydraulic excavator equipped with a 42-inch wide (or smaller), short tip-radius bucket with rock teeth; rated at not less than 120-hp flywheel power with a pull of not less than 36,500-lb at a rate of 10 cubic yards per hour. The equipment operator should be adequately qualified and experienced with excavating rock with this type equipment.

Classified Excavation Requirements:

- a. Excavations more than 10 feet in width and pits more than 30 feet in either length or width are defined as open excavations.
- b. Contractor shall expose and clean the surface and any exposed areas of the rock material for classification and measurement (in-place) by the Owner's Geotechnical Testing Firm.
- c. Do not excavate rock or unsuitable soil until it has been classified and measured by the Owner's Geotechnical Testing Firm. Any material moved or removed without the prior classification and measurement by the Owner's Geotechnical Testing Firm will be considered as unclassified excavation.
- d. The Owner or the Owner's Geotechnical Testing Firm shall be the final judge on what is classified as Mass Rock, Trench Rock, or Unsuitable Soils.
- e. The contractor may be required to provide equipment specification data verifying that the above minimum-rated equipment will be used for demonstration purposes. The equipment shall be in good repair and proper working condition. The contractor may be required to provide verification of the equipment operator's qualifications and experience operating the noted equipment for rock removal purposes.
- f. Rippable rock, weathered rock, partially weathered rock, soft rock, or hard overburden soil, which is not classified as Mass Rock or Trench Rock according to the above definitions, shall be considered unclassified excavation.

EXCAVATION AND BACKFILL:

Roadway Excavation: Excavation for the roadways, drives, and parking areas shall conform to the lines, grades, cross sections, and dimensions indicated on the drawings and shall include the excavation of all unsuitable materials from the subgrade. Subgrade shall conform to proposed line, grade and cross-section. This operation shall include any reshaping and wetting or drying required to obtain proper compaction. All soft or otherwise unsuitable material shall be removed and replaced with suitable material.

Proof Rolling and Undercut Excavation: When excavation has reached required subgrade elevations, provide a proof rolling of the prepared pavement subgrade with a loaded tandem axle dump truck (+25 tons) in the presence of the Owner's Geotechnical Testing Firm. The proof rolling shall be covered by the wheels of the proof rolling vehicle operating at a speed between 2 and 3 miles per hour.

Any areas that rut or pump excessively shall be allowed to dry or shall be undercut and backfilled with select material as directed by the Owner's Geotechnical Testing Firm.

After undercut and backfill operations are complete, a final proof rolling of the undercut areas will be performed in the presence of the Owner's Geotechnical Testing Firm.

Additional Excavation: When excavation has reached required invert/subgrade elevations, notify the Owner's Geotechnical Testing Firm, who will make an inspection of conditions.

Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

Do not allow water to accumulate in excavations. Remove water to prevent softening of excavation bottoms. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

Excavation for Pavement: Cut surface directly beneath proposed pavement to comply with cross-sections, elevations and grades as shown.

CONTRACTOR IS TO CONTACT NC ONE CALL 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR SHOULD UNDERSTAND THAT ONCE EXISTING UTILITIES ARE LOCATED THAT SAID LOCATION IS VALID ONLY FOR TEN DAYS.

Should it be necessary to cut pavement or otherwise work within a public street, the North Carolina Department of Transportation is to be contacted prior to work, and applicable permits obtained.

TRENCH BACKFILL:

Excavation, bedding, haunching & backfilling shall conform to Section 02210 TRENCHING AND BACKFILLING FOR UTILITIES and Drawings.

Width of trenches at any point below top of pipe shall not be greater than outside diameter of pipe plus 16" for pipes measuring up to 30", and 24" for pipe measuring greater than 30", to permit satisfactory jointing and thorough tamping of bedding material under and around pipe. Care shall be taken not to over-excavate.

Bedding surface for pipe shall provide a firm foundation of uniform density throughout entire length of pipe. Carefully bed pipe in a sand or stone material foundation as specified, that has been accurately shaped and rounded to conform to lowest 1/4 of outside portion of circular pipe, or lower curved portion of pipe arch for entire length of pipe or arch. When necessary, tamp bedding firmly. Bell holes and depressions for joints shall be only of such length, depth, and width as required for properly making particular type joint.

Bed pipe located under pavement or building footprints in a sand or stone material foundation as specified and as indicated on Drawings.

Existing utility lines shall be protected from damage during excavation and backfilling, and, if damaged, shall be repaired by the Contractor at his expense. In the event that the Contractor damages any existing utility lines, he shall report thereof immediately. If it is determined that repairs shall be made by the Contractor, such repairs shall be ordered under terms of other sections of these specifications.

After bedding has been prepared and pipe installed, selected material from excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along both sides of pipe in layers not exceeding 6" in compacted depth. Bring backfill up evenly on both sides of pipe for its full length. Care shall be taken to ensure thorough compaction of fill under haunches of pipe. Thoroughly compact each layer to an elevation of at least 12" above top of pipe. Backfill and compact remainder of trench by spreading and rolling, or compact by mechanical rammers or tampers in layers not exceeding 8".

After bedding has been prepared and pipe installed for locations under pavement and building footprints, backfill and compact remainder of trench with selected Type III or IV material from excavation or borrow.

In compacting or rolling or operating heavy equipment parallel with pipe, displacement of or injury to pipe shall be avoided. Any pipe damaged thereby shall be repaired or replaced, at option of Engineer, and at expense of the Contractor.

When fill or backfill is required to be compacted to any specified density factor, tests shall be executed by an approved laboratory to ascertain compliance with requirements, at the expense of the Owner through the established Testing Allowance. One test shall be made for each 50 linear feet of open trench. Cost of laboratory services shall be borne by the Contractor as a part of costs for this section of work for any repeat tests for any specific area which fails to meet requirements.

Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F (1 degree C).

GENERAL BACKFILL:

Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.

In excavations, use satisfactory excavated or borrow material.

Under grassed areas, use satisfactory excavated or borrow material.

Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or combination of both.

Backfill excavations as promptly as work permits, but not until completion of the following: Inspection, testing, approval, and recording locations of underground utilities.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontals so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content.

Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

Place backfill and fill materials evenly adjacent to structures, piping or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately same elevation in each lift.

COMPACTION:

General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.

Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D 698;

Structures, Building Slabs and Steps: Compact each layer of backfill or fill material at 95 % maximum density for cohesive material or 98 % for cohesionless material to within 2' of surface. From 2' deep to finish grade, compact 98% maximum density for cohesive material or 100% relative density for cohesionless material.

Pavements: Compact each layer of backfill or fill material at 95% maximum dry density to within 6" of surface. From 6" deep to finish grade, compact to 100% maximum density in accordance with AASHTO-T99.

Lawn or Unpaved Areas: Compact top 6" of subgrade and each layer of backfill or fill material at 85% maximum density for cohesive soils and 90% relative density for cohesionless soils.

Walkways: Compact top 6" of subgrade and each layer of backfill or fill material at 90% maximum density for cohesive material or 95% relative density for cohesionless material.

Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

GRADING:

General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

Grade areas as shown on the Drawings to prevent ponding. Finish surface free from irregular surface changes, and as follows:

Lawn or Unpaved Areas: Finish areas to receive a minimum of 3" layer topsoil to within not more than 0.10' above or below required sub-grade elevations.

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.05' above or below required subgrade elevation.

Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevation.

Patches in driveways and roadways shall be graded to depth required to match existing pavement or to provide minimum pavement specified.

Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

PAVEMENT SUBBASE COURSE:

General: Subbase course consists of placing subbase material, in layers of specified thickness, over subgrade surface to support a pavement base course.

Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.

Shoulders: Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each subbase course layer. Compact and roll at least a 12" width of shoulder simultaneously with compacting and rolling of each layer of subbase course.

Placing: Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.

When a compacted subbase course is shown to be 6" thick or less, place material in a single layer. When shown to be more than 6" thick, place material in equal layers, except no single layer more than 6" or less than 3" in thickness when compacted.

FIELD QUALITY CONTROL:

Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

MAINTENANCE:

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

DISPOSAL OF EXCESS AND WASTE MATERIALS:

Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of off Owner's property.

Comply with and coordinate with the project Construction Waste Management Plan (CWMP).

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:

Provide soil treatment for termite control, as herein specified.

QUALITY ASSURANCE:

In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work, including preparation of substrate and application.

Engage a professional pest control operator, licensed in accordance with regulations of governing authorities for application of soil treatment solution.

JOB CONDITIONS:

Restrictions: Do not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations.

To insure penetration, do not apply soil treatment to frozen or excessively wet soils or during inclement weather. Comply with handling and application instructions of the soil toxicant manufacturer.

SUBMITTALS:

Product Data: Submit manufacturer's technical data and application instructions.

SPECIFIC PRODUCT WARRANTY:

Furnish written warranty certifying that applied soil poisoning treatment will prevent infestation of subterranean termites and, that if subterranean termite activity is discovered during warranty period, Contractor will re-treat soil and repair or replace damage caused by termite infestation.

Provide warranty for a period of 5 years from date of treatment, signed by Applicator and Contractor.

PART 2: PRODUCTS

SOIL TREATMENT SOLUTION:

The pest control operator will submit the Safety Data Sheet and label of the termiticide he will use on the project. The termiticide must be currently approved as a termiticide by the N. C. Structural Pest Control Committee.

PART 3: EXECUTION

APPLICATION:

Surface Preparation: Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.

All treatments (excluding the rate of application and treating techniques) must be performed as outlined on the termiticide's label.

All treatments in regards to rate of application and treatment technique will be performed as outlined in the N. C. Structural Pest Control Committee's Rules and Regulations as currently applies to treatment of commercial buildings under construction.

All treatments performed pursuant to Rule. -506 shall be performed at the label recommended rate and concentration only.

Minimum Treatment Requirements:

1. Establish a vertical barrier in the soil along inside of the main foundation wall; the entire perimeter of all multiple masonry chimney bases, pillars, pilasters, and piers; and both sides of partition or inner walls with a termiticide from the top of the grade to the top of the footing.
2. After a building or structure has been completed and the excavation filled and leveled, so that the final grade has been reached along the outside of the main foundation wall, establish a vertical barrier in the soil adjacent to the outside of the main foundation wall with a termiticide from the top of the grade to the top of the footing, according to the label; except that, where drain tile, trench drains or other foundation drainage systems present a hazard of contamination outside the treatment zone, treatment shall be performed in a manner that will not introduce termiticide into the drainage system.
3. Establish a horizontal barrier in the soil within 3' of the main foundation, under slabs, such as patios, walkways, driveways, terraces, gutters, etc. Treatment shall be performed before slab is poured, but after fill material or fill dirt has been spread.
4. Establish a vertical barrier in the soil around all critical areas, such as expansion and construction joints and plumbing and utility conduits, at their point of penetration of the slab of floor or, for crawl space construction, at the point of contact with the soil.

Reapply soil treatment solution to areas distributed by subsequent excavation or other construction activities following application.

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:

DESCRIPTION OF WORK:

The work required is that necessary to conduct the construction in accordance with the requirements the North Carolina Sedimentation Pollution Control Act of 1973 and the rules and regulations promulgated pursuant to the provisions of said act.

Related Work Specified Elsewhere:

Fertilizing, Seeding and Mulching: Section 02480

Codes and Standards: North Carolina Sedimentation Pollution Control Act of 1973 and the Rules and Regulations promulgated pursuant to the provisions of said act.

Local County Soil Erosion and Sedimentation Control Ordinance.

In the event of conflict between the regulations listed above and the requirements of these specifications, the more restrictive requirements shall apply.

PART 2: PRODUCTS

PART 3: EXECUTION

GENERAL:

Construct temporary and permanent erosion control measures as shown on the plans and as directed by the Engineer. All permanent erosion control work shall be incorporated into the project at the earliest practicable time. Temporary erosion control measures shall be coordinated with permanent erosion control measures and all other work on the project to assure economical, effective, and continuous erosion control throughout the construction and post construction period and to minimize siltation of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces, or other property.

The Contractor shall finish grade all disturbed areas and disc the ground surface upon completion of the grading.

The finish grading shall be acceptable to the Owner.

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.

GENERAL LANDSCAPE REQUIREMENTS AND ONE YEAR WARRANTY:

Redistribute stockpiled topsoil a minimum of 3" thick layer, to supplement that available for reuse at site.

Provide grown-in turf, maintain and warranty complete installation for one year following acceptance.

Restore all finish disturbed grades and grass areas to original finished condition.

PRE-EMERGENT HERBICIDE TREATMENT:

Prior to permanent seeding, apply herbicide as recommended by the seed supplier, in accordance with published recommendations.

SEEDING PLAN:

PERMANENT SEEDING AFTER APRIL 15 AND BEFORE SEPTEMBER 15:

Seeding Mixture:

1. Centipede, applied at the rate of 10 lbs. Per acre.
2. Common Bermuda, applied at the rate of 100 lbs. Per acre.

PERMANENT SEEDING AFTER SEPTEMBER 15 AND BEFORE APRIL 15:

Seeding Mixture:

1. Centipede, applied at the rate of 10 lbs. Per acre.
2. Common Bermuda (unhulled), applied at the rate of 100 lbs. Per acre.
3. Annual Rye Grass, applied at the rate of 50 lb. Per acre.

SOD:

Provide centipede sod where indicated on Drawings.

SOIL AMENDMENTS

Apply 3000 lb. / acre ground agricultural limestone and 1,000 lb. / acre of 10-10-10 fertilizer.

MULCH

Use jute, excelsior matting, or other effective channel lining material to cover the bottom of channels, ditches, and swales as required to prevent erosion and promote turf establishment. Extend lining above the highest calculated depth of flow. On channel side slopes above this height, and in drainages not requiring temporary lining, apply 4000 lb. / acre grain straw by stapling netting over the top.

All other lawn areas shall be mulched with 2,000 lb. / acre grain straw, stitched into ground surface with a disc harrow with blades set straight

TURF ESTABLISHMENT, MAINTENANCE, AND SPECIAL RIGHT OF OWNER TO TAKE CORRECTIVE ACTION

Turf establishment and maintenance includes sufficient irrigation and frequent mowing to promote turf grow-in and to prevent the growth and proliferation of weeds. In addition, the contractor shall re-seed, re-fertilize and mulch immediately following erosion or other damage, which is to be expected. Should the Owner determine that the grounds in part or as a whole lack proper maintenance in accordance with this paragraph, the Owner or his designated agent (the Architect or Engineer) may provide written notice to the Contractor to take corrective action. If the Contractor does not respond with corrective action or otherwise in an acceptable manner to the Owner within five (5) calendar days, the Owner may, at his option, undertake such corrective action with his own or other forces, and deduct the full cost from the Contract amount of the Contractor.

PLANTING GENERAL LAWNS:

Where topsoil has been stripped, redistribute a minimum 3" layer of stockpiled topsoil, add specified soil amendments and mix thoroughly into top 4" of soil, tilling surface to a level, fine texture.

Cultivate to a depth of 6" in areas where topsoil has not been stripped, add specified soil amendments and mix thoroughly into top 4" of soil, tilling surface to a level, fine texture.

Grade and roll prepared lawn surface. Water thoroughly but do not create muddy soil condition.

When hydro-seeding, apply uniformly in two directions in the quantity recommended by the seed producer. Water thoroughly with fine spray.

Protect seeded areas against erosion by stitching straw with a disc harrow with blades set straight. Immediately after seeding, protect the area against traffic or other use by erecting barricades as required until final acceptance.

Install sodding where indicated on Drawings. Irrigate as necessary for establishment and maintenance.

LANDSCAPE MATERIALS AND PLANTING:

Comply with detailed drawings and the AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1-1990. Plant materials shall be checked upon delivery to site and before planting in accordance with this standard, and any materials that do not meet specifications will be removed from the site. The contractor shall replace any dead or dying plant materials, or those failing to thrive, that are observed, following acceptance of 12 months install by Owner.

FINAL ACCEPTANCE:

Final Inspection and Acceptance: At the end of the turf establishment period, final inspection will be made upon written request at least 10 days prior to the anticipated date. Final acceptance will be based upon a full stand of turf of the species specified.

Turf establishment period shall be defined as minimum three mowing cycles, or as required to produce a stand of turf. Contractor is responsible for irrigation and mowing as required.

Re-planting: In areas which do not have a satisfactory stand of turf or sod, replace sod or replant, mulch, re-fertilize and irrigate within specified planting dates.

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 portland cement concrete paving includes concrete sidewalks, curbs and gutters, as shown on Drawings.

Prepared subbase is specified in Section 02200.

Concrete and related materials are specified in Section 03200.

QUALITY ASSURANCE:

Codes and Standards: Comply with NCDOT Regulations if more stringent than herein specified.

SUBMITTALS:

Furnish samples, manufacturer's product data, test reports, and materials' certifications as required in referenced sections for concrete and joint fillers and sealers.

Install sample section of concrete sidewalk for review and approval by Architect. Mockup sample to include full construction features required by Drawings, including expansion joints and sealants, and control joints.

JOB CONDITIONS:

Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

Utilize flagmen, barricades, warning signs and warning lights as required.

PART 2: PRODUCTS

MATERIALS:

Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

Use flexible spring steel forms or laminated boards to form radius bends as required.

Coat forms with a non-staining form release agent that will not discolor or deface surface of concrete.

Concrete Materials: Comply with requirements of applicable Division - 3 Sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets; unfinished. Rolled WWF shall not be acceptable for use on this job.

Expansion Joint Materials: Bituminous Fiber, 1/2" thick, complying with NCDOT Spec. Section 928-1 and Section 420-12.

Liquid-Membrane Forming Curing Compound: Complying with ASTM C 309, Type I, Class A unless other type acceptable to Engineer. Moisture loss not more than 0.055 gr. / sq. cm. when applied at 200 sq. ft. / gal.

Detectable Tactile Warning Surfaces: Vitrified polymer composite panels, cast into concrete. Dark color "Armor-Tile" as manufactured by Engineered Plastics or equivalent. Comply with all ADA and NC Accessibility code requirements.

CONCRETE MIX, DESIGN AND TESTING:

Comply with requirements of applicable Division - 3 Sections for concrete mix design, sampling and testing, and quality control, and as herein specified.

Design mix to produce normal-weight concrete consisting of portland cement, aggregate, water-reducing or high-range water-reducing admixture (super - plasticizer), air-entraining admixture and water to produce the following properties:

Compressive Strength: 3,000 psi, minimum at 28 days, unless otherwise indicated.

Slump Range: Not greater than 4".

Air Content: 5 % - 8%.

PART 3: EXECUTION

SUBSURFACE PREPARATION:

Remove loose material from compacted subbase surface immediately before placing aggregate base course. No aggregate base course shall be placed until the foundation has been inspected and approved by the Engineer. Proof-rolling may be required depending on condition of subbase.

Place aggregate base course material on prepared subgrade in layers of uniform thickness. Grade the base course evenly to thickness indicated on drawings and compact before placing concrete.

FORM CONSTRUCTION:

Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 2 hours after concrete placement.

Check completed formwork for grade and alignment to following tolerances:

Top of forms not more than 1 / 8" in 10'.

Vertical face on longitudinal axis, not more than 1/4" in 10'.

Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

REINFORCING

Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions, including load bearing pads.

CONCRETE PLACEMENT:

General: Comply with requirements of Division - 3 Sections for mixing and placing concrete, and as herein specified.

Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent discoloration of reinforcing, dowels, and joint devices.

Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2-hour, place a construction joint.

Drop top of curb as shown in details of plans at all radii of intersections, to allow construction of handicapped ramps and sidewalks.

Curbs and Gutters: Automatic machine may be used for curb and gutter placement at Contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results which meet or exceed minimums specified. Machine placement must produce curbs and gutters to required cross-section, lines, grades finish, and jointing as specified.

JOINTS:

General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

Exterior Concreted Walks: Provide all concrete walk surfaces with a concrete walk 1/2" tooled expansion joints at 30' centers maximum and sawcut weakened-plane (contraction) joints at 5' centers maximum. Pour sample for Architect approval.

Weakened-Plane (Contraction) Joints: Provide sawcut weakened-plane (contraction) joints, sectioning concrete sidewalks at 5' intervals. Sawcut weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

Sawcut joints at concrete walks as soon as concrete has sufficient strength to prevent spalling of the joint due to the action of the saw. But in no case greater than 4 hours after initial placement of the concrete. Concrete walk sawcut joints shall not be filled with joint filler.

Tooled Joints: Form tooled joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer. Remove tooling marks.

Construction Joints: Place tooled construction joints at end of placements and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such placements terminate at expansion joints.

Construct joints as shown or, if not shown, use standard metal keyway-section forms.

Locate expansion joints at 90' o.c. for each curb and gutter section and 30' o.c. for each sidewalk section unless otherwise indicated, and at beginning and end of all curb and gutter radii. Connections with rigid objects including existing curb and gutter and catch basins.

Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or slip joint filler sections together.

Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

Fillers and Sealants: Comply with manufacturer's requirements for preparation of joints, materials installation, and performance. Place at all curb and gutter template joints, all curb-to-walk transition joints, all concrete walk expansion joints, tooled concrete walk construction joints. Joint filler not required at 5' O.C. sawcut weakened-plane contraction joints.

CONCRETE FINISHING:

After striking-off and consolidating concrete, smooth surface by screening and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with a 10' straight edge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

Provide all concrete walk surfaces with a unidirectional fine broom finish. Pour sample for Architect approval.

Broom Finish, by drawing a fine-hair broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to Engineer.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honey combed areas. Remove and replace areas or sections with major defects, as directed by Engineer.

CURING:

Protect and cure finished concrete paving, complying with applicable requirements of Division - 3 Sections. Use membrane-forming curing and sealing compound or approved moist-curing methods.

REPAIRS AND PROTECTIONS:

Repair or replace broken or defective concrete, as directed by Engineer.

Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

Sweep concrete and wash free of stains, discolorations, dirt and other foreign material just prior to final inspection.

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

1.1 SECTION INCLUDES

- A. Formwork for cast—in place concrete, with shoring, bracing and anchorage.
- B. Openings for other work.
- C. Form accessories.
- D. Form stripping.

1.2 RELATED SECTIONS

- A. Section 03200 — Concrete Reinforcement.
- B. Section 03300 — Cast-in-Place Concrete.

1.3 REFERENCES

- A. ACI 301 — Structural Concrete for Buildings.
- B. ACI 318 — Building Code Requirements for Reinforced Concrete.
- C. PS 1 — Construction and Industrial Plywood.

1.4 DESIGN REQUIREMENTS

- A. Design and construct formwork, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line and dimension.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and 318.
- B. Maintain one copy of each document on site.

1.6 REGULATORY REQUIREMENTS

- A. Conform to ACI 301 and ACI 318 code for design, fabrication, erection and removal of formwork.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site to prevent damage.
- B. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

1.8 COORDINATION

- A. Coordinate this Section with other Sections of work which require attachment of components to formwork.
- B. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

PART 2: PRODUCTS

2.1 WOOD FORM MATERIALS

- A. Plywood: Douglas Fir; solid one side, tight faced undamaged sheets with clean, true edges.

2.2 MANUFACTURERS — PREFABRICATED FORMS

- A. Symons or equal.

2.3 PREFABRICATED FORMS

- A. Preformed Steel Forms: Minimum 16 gage, matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- B. Steel Tubular Column Type: Round, steel material, minimum 16 gage, surface treated with release agent, of sizes required.

2.4 FORMWORK ACCESSORIES

- A. Form Ties: Snap—off type, galvanized metal, cone type, with waterproofing washer.
- B. Form Release Agent: Colorless mineral oil which will not stain concrete, or absorb moisture.
- C. Dovetail Anchor Slot: Galvanized steel, 22 gage, foam filled.
- D. Flashing Reglets: Galvanized steel, 22 gage, longest possible lengths, with alignment splines for joints, foam filled,
- E. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.
- F. Waterstops: Hydrophylic type as manufactured by American Colloid or approved equal.

PART 3: EXECUTION

3.1 EXAMINATION

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.2 EARTH FORMS

- A. Hand trim sides and bottom of earth forms. Remove loose soil, mud, and debris prior to placing concrete.

3.3 ERECTION — FORMWORK

- A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.

- B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over stressing by construction loads.
- C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- D. Align joints and make watertight. Keep form joints to a minimum.
- E. Obtain approval before framing openings in structural members which are not indicated on Drawings.
- F. Provide chamfer strips on exposed external corners.

3.4 APPLICATION — FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for items to be embedded in passing through concrete work.
- B. Locate and set in place items which will be cast directly into concrete.
- C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
- D. Position recessed reglets for brick veneer masonry anchors to spacing and intervals noted on drawings or specified in Section 04200.
- E. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- F. Install waterstops in accordance with manufacturer's instruction continuous without displacing reinforcement.
- G. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- H. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.6 FORM CLEANING

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean—out ports.

- D. During cold weather, remove ice and snow from within forms. Do not use de—icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.7 FORMWORK TOLERANCES

- A. Construct formwork to maintain tolerances required by ACI 301.

3.8 FIELD QUALITY CONTROL

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

3.9 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

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 include furnishing all labor and materials required to provide all cast-in-place concrete scheduled on Drawings and as specified in this Section.

Related Work Specified Elsewhere:

Concrete Formwork (Section 03100)
Concrete Reinforcement (Section 03300)

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this section refer to Industry Standards Index in Division 1.

LEED NC, U. S. Green Building Council

DELIVERY AND PROTECTION OF MATERIALS:

Store cement in weather tight structure with floor at least 12 inches off ground, and accessible for inspection in original packages.

Store fine and coarse aggregate separately. Segregate sizes and avoid getting dirt and foreign materials in concrete.

Deliver ready-mixed concrete in compliance with requirements set forth in ASTM C 94.

Provide documentation of LEED credits requirements for use of local regional materials.

SEVERE-WEATHER PROVISIONS:

Cold-Weather Concreting: (In accordance with ACI 306 and as follows):

Provide adequate equipment for heating concrete materials and protecting concrete during freezing or near-freezing weather. Do not use frozen materials, or materials containing ice.

All concrete materials and all reinforcement, forms, fillers, and around which concrete is in contact shall be free from frost.

Whenever temperature of surrounding air is below 40 degrees F., all concrete shall have temperature between 70 degrees and 80 degrees F. Provide adequate means for maintaining temperature not less than 70 degrees F. for three days, or 50 degrees F. for five days, or for as much more time as is necessary to insure curing of concrete.

Use no salt or other chemicals to prevent freezing.

Housing, covering, or other protection used in connection with curing shall remain in place, intact, at least 24 hours after artificial heat is discontinued.

Hot Weather Concreting: (In accordance with ACI 305 and as follows):

Provide adequate methods of lowering temperature of concrete ingredients so that temperature of concrete when placed does not exceed 90 degrees F.

When weather is such as to raise concrete temperature, as placed, consistently above 80 degrees F., use approved retarder.

Sprinkle all subgrade and forms with water before placing concrete. Remove all excess water before placing concrete.

Start curing as soon as practicable to prevent evaporation of water and keep forms wet. Protect flat work from dry wind, direct sun, and high temperatures.

PART 2: PRODUCTS

CEMENT:

Cement shall be standard portland cement of United States manufacture, conforming to ASTM C 150, Type I or Type III. Only one brand of commercial portland cement shall be used. Each bag shall weigh approximately 94 pounds and contain one cubic foot.

CONCRETE AGGREGATES:

Fine Aggregate: Washed sand having clean, hard, durable, uncoated grains, free from harmful substances conforming to ASTM C 33.

Coarse Aggregate for standard-weight concrete: crushed stone, gravel, or other approved inert material having clean, hard, durable uncoated particles conforming to ASTM C 33. Maximum size, in accordance with ACI 318.

Lightweight Coarse Aggregate shall conform to ASTM C 330. Lightweight aggregate shall be expanded shale or slate. Maximum size of aggregate shall be of 3/4".

WATER:

Clean and free from harmful amounts of acids, alkalies, or organic materials.

VAPOR BARRIER:

Vapor barrier under floor slabs on earth shall be puncture resistant polyethylene sheet not less than 15 mils thick, with permeance of less than 0.01 perms per ASTM F 1249 or ASTM E 96, and in compliance with ASTM E 1745 Class A and ACI 302. Accessories would include seam tape and vapor proofing mastic with permeance less than 0.03 perms. Provide pipe boots constructed from vapor barrier material, pressure sensitive tape and/or mastic per manufacturer's instructions.

EXPANSION JOINT MATERIALS:

Expansion joint material shall be asphalt-impregnated fiber strips, 1/2" thick, unless otherwise shown or noted: Flexcell by Celotex Corporation, Sealtight by W. R. Meadows, Inc., Joint Filler by Serviced Products Corporation, or approved equal.

ADMIXTURES:

Water Reducing Admixture: ASTM C 494, Type A, and contain no chloride ions.

Air Entraining Admixture: ASTM C 60 for slabs permanently exposed to weather. No air entraining admixture is to be used for concrete not exposed to weather. Air content is to be confirmed by lab tests for both air entrained and non-air entrained mixes.

CLASS OF CONCRETE:

f'c minimum 3000 psi, maximum 150 pcf (regular weight).

f'c minimum 3000 psi, maximum 110 pcf (light weight-for use in elevated slabs).

f'c minimum 3000 psi, maximum 150 pcf fine aggregate high slump mix for concrete masonry fill.

MIX DESIGNS:

Contractor shall select a testing laboratory acceptable to Architect to verify mixes of all classes of concrete.

Contractor shall submit samples in adequate quantities for each mix verification, of all concrete materials to be used on project to designated testing laboratory.

Laboratory shall be engaged by and paid by the contractor out of the material testing allowance.

Submit four (4) copies of all mix design, aggregate test results, and compression test results to Architect prior to use on the job.

PLANT MIXING:

Proportioning Concrete:

Stresses for design of this structure are based on specified minimum 28-day compressive strength of concrete. Proportions shall be in compliance with approved design mix for each class of concrete.

Batching:

Ready-mixed concrete shall be mixed and delivered in accordance with requirements of ASTM C 94.

Producer shall furnish delivery ticket with each load of concrete delivered under this Specification. Delivery ticket shall show clearly class and strength of concrete, size of coarse aggregate, slump ordered, and date and time of departure from batching plant.

1. Stresses for design of this structure are based on specified minimum 28-day compressive strength of concrete. Proportions shall be in compliance with approved design mix for each class of concrete.
2. Regular weight 3000 psi concrete shall be proportioned for a slump of 4" + or - 1".
3. Lightweight 3000 psi concrete shall be proportioned for a slump of 6" + or - 1".
4. Fine aggregate 3000 psi concrete masonry grout shall be proportioned for a slump of 8" + or - 1".
5. All concrete shall be proportioned for a maximum water to cement ratio 0.5.

6. Concrete not permanently exposed to weather such as concrete for foundations, interior slabs on grade, concrete unit masonry grout, and elevated slabs on composite metal deck shall not have air added by entrainment admixtures. This requirement shall be verified by the testing laboratory.
7. Concrete to be permanently exposed to weather shall have air added by entrainment admixtures. Air content shall be 5% + or – 1%. This requirement shall be verified by the testing laboratory.

CONVEYING EQUIPMENT:

Carts or buggies transporting concrete more than 50 feet shall be equipped with pneumatic tires.

Equipment for chuting or conveying concrete shall be of sufficient size to insure continuous flow of concrete at delivery and without separation of materials.

PART 3: EXECUTION

EVALUATION OF COMPRESSION TESTS:

Evaluation of results of tests for ultimate-strength design concrete shall be according to ACI 318.

Neither results of laboratory verification tests nor any provision in Contract Documents shall relieve Contractor of obligation to furnish concrete of class and strength specified.

INSPECTION OF WORK BEFORE PLACING:

Inspect work to receive concrete for deficiencies which would prevent proper execution of finished work. Do not proceed with placing until such deficiencies are corrected.

Do not place concrete on earth until fill or excavation has been prepared as set forth under applicable sections of specifications for that work as verified by the testing lab.

Before any concrete is placed in form, all pipes or sleeves, openings, or embedded items shall be in place and shall receive all tests specified for them.

Remove all grease, oil, mud or other foreign matter from forms and have reinforcing steel in proper condition and position before placement of concrete. Dowels shall be in place and tied off prior to placing concrete.

Remove hardened, or partially hardened, concrete on forms or reinforcement before placing concrete.

CONVEYING:

Convey concrete from mixer to placement by methods which will prevent separation or loss of material. No water shall be added at the site to aid placement of concrete. Concrete too stiff to be properly placed shall be rejected and removed from the site and legally disposed of at no additional cost to the owner.

Runway supports shall not bear upon reinforcing steel or fresh concrete.

If pump(s) are used for conveying concrete, there shall be no aluminum in contact with the concrete, either in pump or in conveying pipes.

Clean conveying equipment thoroughly before run of concrete at frequent intervals.

CONSTRUCTION AND EXPANSION JOINTS:

Construction Joints: Early in construction program, contractor shall review with Architect construction joints he proposes to use, not indicated on the Drawings. Contractor shall not use any construction joints not approved by Architect.

Expansion Joints: Install as indicated.

PLACING:

Deposit concrete as nearly as practicable in its final position to avoid rehandling. Do not deposit concrete on work partially hardened or contaminated by foreign material. Do not use retempered concrete. In no case use concrete when elapsed time, after addition of water and cement to batch, exceeds one hour.

Concrete shall not be dropped more than four feet. For dropping greater distances use metal chutes or tremie pipes.

Once concreting is started carry on as continuous operation until placing of section is completed. Finish top surface to true plane. When construction joints are necessary, they shall be made in accordance with article above. Do not allow cold joints to occur within pours.

Compact all concrete thoroughly by suitable means during placing, and work thoroughly around reinforcement, embedded fixtures, and into corners of forms. When vibrator is used, apply directly to concrete. Do not over vibrate.

PROTECTION

During curing period protect concrete from damaging mechanical disturbances, particularly load stresses, heavy stock, and excessive vibration. Protect all finished concrete surfaces from damage by construction equipment, materials, or methods, and by rain, running water, hot sun, or windy conditions. Do not load self supporting structures in such a way as to overstress concrete.

Coordinate with protection requirements of Section 03362 – Polished Concrete Floor Finishes.

TESTING:

Conduct strength tests of concrete in accordance with following procedures:

Secure composite samples in accordance with "Method of Sampling Fresh Concrete" (ASTM C 172).

Mold and cure five specimens from each sample in accordance with "Method of Making and Curing Concrete Compression and Flexure Specimens in the Field" (ASTM C 31). Five specimen comprise one test.

Test Two Specimens at 7 days (ASTM C 39). Test two specimens at 28 days in accordance with "Method of Test for Compressive Strength of Molded Concrete Cylinders" (ASTM C 39). Test evaluation shall be conducted in accordance with provisions of ACI 318. Keep one Specimen in reserve.

Make one strength test for each 100 cu. yds. or fraction thereof for each mix design of concrete placed in any one day, except that in no case shall given mix design be represented by less than five tests.

Testing Laboratory shall be selected and paid by the Contractor out of the material testing allowance.

Report all test results to Architect, Structural Engineer, and Contractor on same day that tests are made.

Testing laboratory shall make and handle all test cylinders.

NON-CONFORMING MATERIAL

Any tested concrete material that fails to meet design strength at 28 days shall be removed and repoured. Substandard concrete may be allowed to remain if certified structurally adequate by a qualified independent engineer and approved by the Owner and Architect, however, the cost of the substandard material shall be deducted from the contract sum.

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 shall consist of providing specified finishes to all cast-in-place concrete shown on drawings.

RELATED WORK:

Coordinate with requirements and work specified in Specification Section 03362 - Polished Concrete Floor Finishes.

INDUSTRY STANDARDS:

For listing of names of industry standard agencies mentioned by abbreviation in this Section refer to Industry Standards Index in Division 1.

SUBMITTALS:

Submit (in duplicate) Manufacturer's printed instructions for application of curing compounds and floor hardeners.

Coordinate with submittal requirements in Section 03362 – Polished Concrete Floor Finishes.

PART 2: PRODUCTS

FINE AGGREGATE: ASTM C 33, fine aggregate. Natural sand

PORTLAND CEMENT: ASTM C 150, Type 1, gray.

WATER:

Potable, and free of chemicals affecting set of cement.

CURING COMPOUND AND SEALER:

Transparent, resinous sealer, in volatile, conforming to ASTM C 309.

Coordinate with products specified in Section 03362 – Polished Concrete Floor Finishes.

LIQUID CHEMICAL FLOOR HARDENER:

Colorless, aqueous solution containing blend of magnesium fluosilicate and zinc fluosilicate with wetting agent, containing not less than 2 lbs. fluosilicates per gallon. Compound shall be approved by Architect in writing.

Coordinate with products specified in Section 03362 – Polished Concrete Floor Finishes.

ABRASIVE AGGREGATE:

Ceramically bonded aluminum oxide grains 1/8" to 1/32" size. Material shall be delivered to the site in the manufacturer's original container. Submit sample and manufacturer's descriptive data for approval.

JOINT SEALANTS:

Apply interior and exterior joint sealant products required by drawings at locations indicated on drawings.

PROTECTION:

Coordinate with protection requirements specified in Section 03362 – Polished Concrete Floor Finishes.

PART 3: EXECUTION

PATCHING CONCRETE:

Concrete which is not formed as shown on Drawings, or is out of alignment or level, or shows defective surface, or shows defects which reduce structural strength of member or members, shall be considered as not conforming to intent of these specifications and shall be removed from job by Contractor at his expense, unless Architect grants permission to patch effective area. Permission to patch any such area shall not be considered a waiver of Architect's right to require complete removal of defective work if patching does not, in his opinion, satisfactorily restore quality and appearance of surface, or if patching does not restore structural strength of member or members.

After removing forms, inspect all concrete surfaces. Patch any pour joints, voids, honeycomb, stone pockets, or other defective areas permitted by Architect to be patched, and all tie holes. Where necessary, chip away defective areas to depth of not less than 1", with edges perpendicular to surface. Wet area to be patched and space at least 6" wide entirely surrounding it to prevent absorption of water from patching mortar. Brush grout of equal parts portland cement and sand (with sufficient water to produce brushing consistency) into surface, followed immediately by patching mortar. Patching mortar shall be made of same material (and of approximately same proportions) as used for concrete except that coarse aggregate shall be omitted. Mortar shall not be richer than 1 part cement to 3 parts sand. Amount of mixing water shall be as little as is consistent with requirements of handling and placing. Mortar shall be retempered without addition of water by allowing it to stand for period of one hour, during which time it shall be mixed occasionally with trowel to prevent setting.

Compact mortar thoroughly into place and screed off to leave patch slightly higher than surrounding surface. Leave patch undisturbed for period of 1 to 2 hours to permit initial shrinkage before beginning final finishing. Finish patch in manner to match adjoining surface. On exposed surface where unlined forms have been used, obtain final finish by striking off surface with straight-edge spanning patch, held parallel to direction of form marks. All patches shall be used in accordance with curing requirements for surface in which patch occurs. Keep patch moist for not less than 3 days after installation.

Tie-holes left by withdrawal of rods, or holes, left by removal of ends of ties shall be filled solidly with mortar after first being wet thoroughly. Any excess mortar at surface of wall shall be struck off flush with cloth.

FLATNESS AND LEVELNESS:

Comply with ACI Standard No. 117 and provide floors with a flatness of F25 and a levelness of F20. Use laser guided equipment to set all forms. Use laser guided highway screed to achieve specified levelness and flatness. Use of BULLFLOATS is prohibited.

Areas of Integrally Colored and Dye Stained Polished Concrete Floor Finishes: Comply with ACI Standard No. 117 and provide floors with a flatness of minimum F50 and a minimum levelness of F30.

Use laser guided equipment to set all forms. Use laser guided highway screed to achieve specified levelness and flatness. Use of BULLFLOATS is prohibited.

TESTING:

Floors shall be tested for levelness and flatness by an independent testing agency, using a "Dipstick Floor Profiler". Floors that do not meet specification will be removed and re-constructed.

MONOLITHIC CEMENT FINISH:

Apply steel trowel finish to surface of concrete roof and floor slabs as follows:

- For all floors where, in Finish Schedule, resilient flooring or carpet covering is called for.
- For all roof slab areas (for future use as floor).
- For all other concrete floors, stairs, platforms, or slabs where, in Finish Schedule, or shown on Drawings, exposed concrete finish is called for, unless otherwise noted.

Screed floor slabs to an even surface by use of straight-edge and screeding strips accurately to proper grade. Float concrete with laser guided highway screed in manner which will compact and produce surface free from depressions or unevenness. Floors shall be level and flat within tolerances and guidelines specified, except where drains occur (in which cases floors shall be pitched to drains). Steel trowel concrete after concrete has hardened sufficiently to prevent fine materials from working to top, and only after all water sheen has disappeared. Drying of surface moisture before troweling shall proceed naturally, and shall not be hastened by dusting on of dry sand or cement. Perform final troweling after concrete has hardened so that no mortar accumulates on trowel and ringing sound is produced as trowel is drawn over surface.

Coordinate with requirements and work specified in Specification Section 03362 - Polished Concrete Floor Finishes.

Exterior Concreted Areas:

Provide all (walks and vertical surfaces) surfaces with a unidirectional fine broom finish, with concrete walk 1/2" tooled expansion joints at 30' centers maximum and sawcut joints at 5' centers maximum. Pour sample for Architect approval.

CURING:

General Requirements for Curing:

Prevent surfaces of concrete from drying out until required curing time has elapsed. Start curing procedures immediately following initial set of concrete.

Surfaces to Receive Finishes Set in Portland Cement Setting Beds:

Cover with non-staining, reinforced kraft paper. Lap kraft paper, and keep weighted down to prevent evaporation. Do not use membrane curing compound on these surfaces.

FLOOR HARDENER:

Apply to floor surfaces to be exposed in accordance with Manufacturer's printed instructions, and at a rate of not less than 100 sq. ft. per gallon. Apply uniform coating to avoid mottled appearance.

GLOSS URETHANE FLOOR SEALER FOR EQUIPMENT PLATFORMS, BOILER ROOMS, MECHANICAL ROOMS, ELECTRICAL ROOMS, CUSTODIAL ROOMS: (Apply whether scheduled or not; typical)

After all areas are final cleaned, to include removal of all stains and exposed reinforcing fibers, apply clear gloss urethane to floor surfaces to be exposed (no floor finishes except sealer) in accordance with Manufacturer's printed instructions, and at a rate of not less than manufacture's application rate instructions and to achieve a permanent high gloss sheen. Apply uniform coating to avoid mottled appearance. Coordinate with Section 09900 requirements.

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

1.1 SECTION INCLUDES

- A. Reinforcing steel bars, wire fabric and accessories for cast-in-place concrete.

1.2 REFERENCES

- A. ACI 301 - Structural Concrete for Buildings.
- B. ACI 318 - Building Code Requirements For Reinforced Concrete.
- C. ACI SP-66 - American Concrete Institute - Detailing Manual.
- D. ANSI/ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.
- E. ANSI/ASTM A184 - Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
- F. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- G. ANSI/ASTM A496 - Deformed Steel Wire Fabric for Concrete Reinforcement.
- H. ANSI/ASTM A497 - Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
- I. ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.
- J. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- K. ASTM A616 - Rail Steel Deformed and Plain Bars for Concrete Reinforcement.
- L. ASTM A617 - Axle Steel Deformed and Plain Bars for Concrete Reinforcement.
- M. ASTM A704 - Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.
- N. ASTM A706 - Low-Alloy Steel Deformed Bars for Concrete Reinforcement.
- O. ASTM A767 - Zinc-Coated (Galvanized) Bars for Concrete Reinforcement.
- P. ASTM A775 - Epoxy-Coated Reinforcing Steel Bars.
- Q. ASTM D3963 - Epoxy-Coated Reinforcing Steel.
- R. ASTM C1116 – Standard Specification for Fiber-Reinforced Concrete and Shotcrete
- S. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete Construction.
- T. CRSI - Concrete Reinforcing Steel Institute - Manual of Practice.
- U. CRSI 63 - Recommended Practice For Placing Reinforcing Bars.

- V. CRSI 65 - Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and wire fabric, bending and cutting schedules, and supporting and spacing devices.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Submit in writing any request for deviation from the design drawings and specifications.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with CRSI 63, 65 and Manual of Practice, ACI 301, ACI SP-66, ACI 318, ANSI/ASTM A184.
- B. Submit certified copies of mill test report of reinforcement materials analysis.

1.5 COORDINATION

- A. Coordinate with placement of formwork, formed openings and other Work.

PART 2: PRODUCTS

2.1 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, unfinished.
- B. Welded Steel Wire Fabric: ASTM A185 Plain Type; in flat sheets; unfinished. Rolled WWF shall not be acceptable for use on this job.
- C. Polypropylene Fibers: ASTM C1116. Equivalent to Fibermesh 650 by Propex Concrete Systems, batched at plant. (Not For Use At Polished Concrete Floor Finished Areas)

2.2 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
- C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Stainless steel type; size and shape as required.

2.3 FABRICATION

- A. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice ACI SP-66, ACI 318 ANSI/ASTM A184.
- B. Locate reinforcing splices not indicated on drawings, at point of minimum stress.

Indicate location of splices on shop drawings for approval by the Architect/Engineer.

PART 3: EXECUTION

3.1 HANDLING AND STORAGE

- A. Provide proper equipment for safe off loading and handling of material.
- B. Provide proper clean level storage area with proper skids to keep material clear of mud and water.
- C. Keep material free from mud and other deleterious materials that will reduce bond and do not place any reinforcing bars that are bent, twisted, broken, pitted, or otherwise unsuitable for use on the project as determined by the architect.
- D. All necessary field bending and straightening shall be accomplished without heating the material.
- E. Cutting torch shall be used only for cut off of material but not for bending. All heat bent material will be rejected by the inspector and shall be promptly removed and replaced at no additional cost. Do not weld reinforcing bars.

3.2 PLACEMENT

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position. WWF laying on the metal deck and being manually pulled up into the fresh concrete during concrete placement operations shall not be acceptable.
- B. Do not displace or damage vapor barriers. Damaged vapor barrier shall be removed and replaced at the direction of the Architect.
- C. Accommodate placement of formed openings.
- D. Maintain concrete cover around reinforcing as indicated on drawings.
- E. Provide proper and adequate supports at maximum 3 ft x 3 ft spacing each way for support of wwf in the designated position. Tie off wwf sheets so that placement of the fresh concrete will not cause the wwf to be displaced. Pulling up of the wwf sheets into freshly placed concrete will not be an acceptable means of placing the wwf.

3.3 FIELD QUALITY CONTROL

- A. Field inspection will be performed by the Architect.

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

SECTION INCLUDES

- A. Structural steel columns, beams, lintels, trusses, rod bracing, and other steel framing members.
- B. Base plates, column anchor bolts,
- C. Steel to steel connection bolts.

REFERENCES

- A. ASTM A36, A992 –Structural Steel.
- B. ASTM A53 – Grade B Hot-Dipped, Zinc-coated Welded and Seamless Steel Pipe.
- C. ASTM A108 - Steel Bars, Carbon, Cold-Finished, Standard Quality.
- D. ASTM A123 - Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.
- E. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.
- F. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners.
- G. ASTM A325 - High Strength Bolts for Structural Steel Joints.
- H. ASTM A490 - Quenched and Tempered Alloy Steel Bolts for Structural Steel Joints.
- I. ASTM A500 – Grade B Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Rectangular Shapes.
- J. ASTM A501 - Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- K. ASTM A572 - High Strength Low Alloy Columbium-Vanadium Steel of Structural Quality.
- L. ASTM F1554 – Anchor Rods
- M. AWS A2.0 - Standard Welding Symbols.
- N. AWS D1.1 - Structural Welding Code.
- O. AISC - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings – Allowable Stress Design..
- P. AISC - Specification for Architectural Exposed Structural Steel.
- Q. SSPC - Steel Structures Painting Council.

SUBMITTALS

- A. Shop Drawings:

1. Indicate dimensions, elevations, profiles, sizes, spacing, and locations of structural members, miscellaneous members, attachments, and fasteners.
 2. Connections detailed fully.
 3. Indicate welded connections with AWS A2.0 welding symbols. Indicate net weld lengths and returns.
 4. All truss connections shall be fully welded all around. All truss members shall be fully closed so as not to allow moisture to collect inside.
- B. Manufacturer's Mill Certificate: Certify that products meet or exceed specified requirements.
- C. Mill Test Reports: Submit indicating structural strength, destructive and non-destructive test analysis.
- D. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.

QUALITY ASSURANCE

- A. Fabricate structural steel members in accordance with AISC - Specification for the Design, Fabrication and Erection of Structural Steel for Buildings.
- B. Perform Exposed Work in accordance with AISC - Specification for Architectural Exposed Structural Steel.

QUALIFICATIONS

- A. Fabricator: Company specializing in performing the work of this Section with minimum five years documented experience.
- B. Design connections not detailed on the Drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of North Carolina.

FIELD MEASUREMENTS

- A. Verify that field measurements are as shown on Drawings.

PART 2 PRODUCTS

MATERIALS

- A. Structural Steel Wide Flange Members: Certified to ASTM A992 (Fy = 50 ksi).
- B. Plates, Angles, Bars: Certified to ASTM A36 (Fy = 36 ksi)
- C. Rods: to ASTM A36 (Fy = 36 ksi)
- D. Structural Tubing: ASTM A500, Grade B (Fy = 46 ksi).
- E. Pipe: ASTM A53, Grade B (Fy = 35 ksi).
- F. Bolts, Nuts, and Washers: ASTM A325.

- G. Anchor Rods: ASTM A1554 Grade 36.
- H. Welding Materials: AWS D1.1; type required for materials being welded.
- I. Headed Shear Studs: ASTM A108 Type B, $F_u = 60$ ksi.
- J. Grout: Non-shrink type, pre-mixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing additives, capable of developing a minimum compressive strength of 7000 psi at 7 days.
- K. Shop Applied Primer - Epoxy Finished Members: One coat of green solvent based inorganic zinc. Shop primer shall be certified to be compatible with the intumescent fireproofing and UL assemblies, and with epoxy systems as applicable and specified. Reference Section 09900.
- L. Shop Applied Primer – Exposed and Intumescent Fireproofed Members: One coat of grey oxide alkyd. Shop primer shall be certified to be compatible with the intumescent fireproofing and UL assemblies, as applicable and specified. Reference Section 09900.
- M. Shop Applied Primer – Cementitious Spray-on Fireproofed Members: Not required to be primed. Shop primer shall be certified to be compatible with the fireproofing UL assemblies.

FINISH

- A. Prepare structural component surfaces required to be shop primed in accordance with SSPC SP-2, SP-3 or SP-6 as applicable for the final finish type. Reference Section 09900.
- B. Shop priming is required for all exposed to view structural steel members. Shop priming not required for structural steel members where steel is to be enclosed and concealed from view in walls and ceilings or encased in concrete or masonry. Shop primer shall be certified to be compatible with the intumescent fireproofing and epoxy systems and applicable UL assemblies. Apply sufficient primer to insure required dry film thicknesses specified. Reference Section 09900.
 - 1. Members finished with epoxy systems: 2-3 mils DFT, SP-6 surface preparation
 - 2. Members finished with alkyd systems: 2 mils DFT, SP-2 or SP-3 surface preparation
- C. Members to receive cementitious spray-on fireproofing are not required to be primed. Shop primer shall be certified to be compatible with the fireproofing UL assemblies.
- D. Top flanges of beams receiving headed shear studs embedded within concrete shall not be primed.
- E. Lintels in exterior walls shall be hot dip galvanized to G60 standards, after fabrication. All seams in built-up members to be hot dip galvanized such as beam and plate lintels shall be seal welded.

PART 3 EXECUTION

EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Verify that lay down areas are sufficient, clean, level, and of sufficient strength and stability to support safely members and handling equipment.

HANDLING AND STORAGE

- A. Provide proper equipment too safely off load material to prevent damage.
- B. Provide adequate dunnage and skids to keep steel from getting muddy and dirty.
- C. Store steel in such a manner to prevent the accumulation of water and debris.
- D. Do not erect steel that is muddy or stained with any deleterious material. Clean steel if necessary before erection.

ERECTION

- A. Allow for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- B. Do not field cut or alter structural members without approval of Architect/Engineer.
- C. After erection, clean and prime paint welds, abrasions, and surfaces where shop primer has been disturbed, deteriorated or damaged.
- D. All eaves shall be aligned to be straight and true. All joist extended ends at the eaves and all HSS outriggers at the gables shall be pulled into alignment and securely welded to the continuous edge plate or angle as applicable. Edge plates and angles shall be string lined for straightness.
- E. Gable outriggers shall be accurately laid out to fit under the wide flute of the metal deck and shall be welded to the top of the affected joists. The metal deck shall be puddle welded to the top of the HSS outriggers at 12" o.c. in addition to welding to the supporting joists.
- F. The bent plate ridge plate shall be aligned vertically and horizontally and shall be securely welded to the ends of the joist extended ends to form straight and level ridge.
- G. The continuous eave bent plates and gable edge angles shall be butt welded straight and full strength at joints. Provide a break in the continuous bent plate and angle members over supports at maximum 40 foot intervals. The minimum length of these members shall be 20 feet. These break joints shall be over a support and shall be welded thereto.
- H. Grout under column base plates to get full uniform bearing.

FIELD QUALITY CONTROL

- A. Field inspection will be performed by the Architect.
- B. All connection bolts and field welds shall be inspected by an independent testing lab selected by the owner and paid by the contractor from the material testing allowance.
- C. All steel beam to beam, beam to column, brace connections, and joist girder to column. Joists to joist girder, and joists to column connection bolts shall be tightened to a snug tight condition.
- D. Shop welds and fabrication quality shall be certified by the materials testing laboratory. At the option of the lab the inspection may be conducted in the field after delivery or at the fabrication plant during fabrication and/or prior to shipment.
- E. All structural steel members shall be inspected by the testing laboratory for sweep, camber, and twist to comply with ASTM A6 and AISC Code of Standard Practice for fabricated structural steel. Types of weld tests and frequency of tests shall comply with AWS D1.1 - Structural Welding Code, 2006 Edition.

- F. All out of tolerance members shall be corrected prior to erection by the contractor.
- G. All connections with misfitting bolts shall be field welded as directed by the inspector to fully compensate for the strength of the misfitting bolts.

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

SECTION INCLUDES

- A. Open web steel joists, joist girders, with bridging, extended ends, bolted bridging bolts, and other joist accessories.

REFERENCES

- A. ASTM A36/A36M, A992 - Structural Steel.
- B. ASTM A500 – Grade B
- C. ASTM A242/242M - High Strength Low Alloy Structural Steel.
- D. ASTM A529/529M Grade 50 - High Strength Carbon-Manganese Steel of Structural Quality.
- E. ASTM A572/572M Grade 50 - High Strength Low Alloy Columbian-Vanadium Steel of Structural Quality.
- F. ASTM A588/588M - High Strength Low Alloy with 50 kis Minimum Yield Point to 4 inches thick.
- G. ASTM A606 - Steel Sheet and Strip, Hot Rolled and Cold Rolled High-Strength Low Alloy, with Improved Corrosion Resistance.
- H. ASTM A1011/A1011M - Steel, Sheet and Strip Hot Rolled, Carbon, Structural High Strength Low-Alloy and High Strength Low Alloy with Improved Formability.
- I. ASTM A1008/A1008M - Steel, Sheet Cold Rolled, Carbon, Structural High Strength Low-Alloy and High Strength Low Alloy with Improved Formability.
- J. ASTM A108 - Steel Bars, Carbon, Cold-Finished, Standard Quality.
- K. ASTM A307 - Carbon Steel Threaded Standard Fasteners.
- L. ASTM A325 - High Strength Bolts for Structural Steel Joints.
- M. ASTM A53 – Grade B
- N. AWS D1.1 - Structural Welding Code.
- O. FM - Roof Assembly Classifications.
- P. SJI (Steel Joist Institute) - Specifications, Load tables, and Weight Tables for Steel Joists and Joist Girders.
- Q. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.
- R. UL - Fire Resistance Directory.
- W. Warnock Hersey - Certification Listings.

SUBMITTALS FOR REVIEW

- A. Shop Drawings and Erection Plans and Diagrams:
 - 1. Indicate standard designations, configuration, sizes, spacing, locations of joists, joist girders, trusses, top and bottom chord extensions, bolted connections, welded connections.
 - 2. Coding of bridging, connections, attachments, and accessories for complete installation.
 - 3. Cambers in adjacent members shall be uniformly controlled to be no greater than required by SJI standards.

SUBMITTALS FOR INFORMATION

- A. Welders' Certificates: Submit manufacturer's certificates, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

QUALITY ASSURANCE

- A. Perform Work in accordance with SJI, Load Tables, and Weight Tables.
- B. Maintain one copy of each shop drawing document on site.
- C. Fabricator: Company specializing in performing the work of this section with minimum five years experience.
- D. Erector: Company specializing in performing the work of this section with minimum five years experience.
- E. Joists and Joist Girders and their connections not detailed on the Drawings shall be designed by Professional Engineer experienced in design of this work and licensed in the State of North Carolina and employed by the joist supplier.

DELIVERY, STORAGE, AND PROTECTION

- A. Material and Equipment: Transport, handle, store, and protect products to SJI requirements so as not to damage, bend or otherwise distort members from their fabrication conditions.

PART 2 PRODUCTS

MATERIALS

- A. Open Web Joists Members: SJI Type K, KCS, LH Longspan, G series Joist Girders.
- B. Bolts, Nuts and Washers: ASTM A325.
- C. Structural Steel For Supplementary Framing, Joist Extensions, and Joists Substitutes.
- D. Welding Materials: AWS D1.1; type required for materials being welded.
- E. Shop and Touch-Up Primer:
 - 1. SSPC 15, Type 1, grey oxide alkyd for joists permanently exposed to view. Reference 09900.
 - 2. Joists permanently concealed may not receive shop primer at contractor's option.
 - 3. Joists to receive cementitious spray-on fireproofing do not require primer. Primer if used shall be certified to compatible with fireproofing UL assemblies.

FABRICATION

- A. Provide bottom and top chord extensions as indicated. Top chord extensions shall be continuous smooth straight extensions of the joist top chord without bends or sweeps.
- B. Fabricate to achieve minimum end bearing of 2-1/2 inches on steel for K series, 5" for LH series, 6" for G series joist girders. Refer to drawings for additional bearing requirements for sloping joists and joist girders.
- C. Provide for 3/4" diameter A325 connection bolts for joist to joist girder, and joist to column, and joist to beam connections. Provide field welded connections for all field bolted connections after adjustment and plumbing of the structural frame.
- D. Provide 1/2" ASTM A307 bolts for all field bolted diagonal bridging requirements.
- E. Drill or punch not burn holes in girder chords and flanges and column cap plates necessary for attachment of bolted joists.

FINISH

- A. Prepare joist component surfaces to receive shop primer in accordance with SJI standards.
- 4. B. Shop prime joists that are to be exposed to view. Joists to receive cementitious spray-on fireproofing do not require primer. Primer if used shall be certified to compatible with fireproofing UL assemblies.

SOURCE QUALITY CONTROL AND TESTS

- A. Provide shop testing in accordance with SJI standards.

PART 3 EXECUTION

EXAMINATION

- A. Coordination: Verification of existing conditions prior to beginning fabrication work.
- B. Production prior to approval of shop drawings shall be at contractor's risk.

ERECTION

- A. Erect and connect joists to supports.
- B. Allow for erection loads. Provide sufficient temporary bracing to maintain framing safe, plumb, and in true alignment. Strictly follow all OSHA regulations for job safety.
- C. Install, field weld and/or bolt joist seats to supports as erection progresses.
- D. Position and field weld joist bottom chord extensions as erection progresses.
- E. Frame roof openings greater than 12 x 12 inches with supplementary framing.
- F. Do not permit erection of decking until completion of installation of permanent bridging and bracing.
- G. Do not field cut or alter structural members without approval of joist manufacturer.

- H. All joist top chord extensions at ridges and eaves shall be brought into close alignment and securely field welded to the continuous ridge and eave angles or plates to give true and straight line to ridges and eaves.
- I. After erection, prime welds, abrasions on shop primed joists.

ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch.
- B. Maximum Offset From True Alignment: 1/4 inch.

FIELD QUALITY CONTROL

- A. Field inspection will be performed by the Architect. Additional inspection of materials and connections shall be performed by an independent testing laboratory at the direction of the Architect. Payment for the testing laboratory services will be paid by the contractor out of the testing allowance.

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 I: GENERAL

SECTION INCLUDES

- A. Steel roof deck and accessories.
- B. Formed steel ridge strips, eave strips, valley strips, fasteners, and sound attenuation strips for acoustical deck flute filler.

REFERENCES

- A. ASTM A36/A36M — Structural Steel.
- B. ASTM A1008/A1008M — Primed Sheet Steel, Cold—Rolled Sheet, Carbon, Structural Quality with minimum yield strength of 33 ksi.
- C. ASTM A653/A653M — Galvanized Sheet Steel, Cold—Rolled Sheet, Carbon, Structural Quality with minimum yield strength of 33 ksi.
- D. AWS D1.1 — Structural Welding Code.
- E. FM — Roof Assembly Classifications.
- F. SDI (Steel Deck Institute) — Design Manual for Composite Decks, Form Decks, Roof Decks, Cellular Metal Floor Deck with Electrical Distribution.
- G. SSPC (Steel Structures Painting Council) — Painting Manual.
- H. UL — Fire Resistance Directory.
- I. Warnock Hersey — Certification Listings.

PERFORMANCE REQUIREMENTS

- A. Design metal deck in accordance with SDI Design Manual.
- B. Deck units shall be laid out in a minimum three span condition.

SUBMITTALS FOR REVIEW

- A. Shop Drawings: Indicate deck plan, support locations, projections, openings, pertinent details, fastening patterns, and accessories with fastening patterns.
- B. Product Data: Provide deck profile characteristics and dimensions, structural properties, finishes, and fasteners for side laps.

SUBMITTALS FOR INFORMATION

- A. Certificates: Certify that Products meet or exceed specified requirements.
- B. Submit manufacturer's installation instructions.

- C. Welders Certificates: Certify welders employed on the Work, verifying AWS qualification within the previous 12 months.

QUALITY ASSURANCE

- A. Manufacturer: Company specializing furnishing material under this specification for a minimum of five years.
- B. Installer: Company specializing in performing the work of this Section with minimum five years experience.
- C. Design deck layout, spans, fastening, joints, under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of North Carolina.

DELIVERY, STORAGE, AND HANDLING

- A. Material and Equipment: Transport, handle, store, and protect products from damage.
- B. Cut plastic wrap to encourage ventilation.
- C. Store deck and accessories on dry wood sleepers; slope for positive drainage.
- D. Store acoustical metal deck indoors to prevent rusting of the punched deck flutes. Store sound attenuation strips when required in sealed packages indoors out of the weather.

PART 2 PRODUCTS

MATERIALS

- A. Manufacturers:
 - 1. Vulcraft 1 ½" deep type 1.5 B, 22 gage with 36 " cover. Vulcraft 3" deep type N, 22 gage with 24" cover. Regular and Acoustical Deck units.
 - 2. Wheeling 1 ½" type B, 22 gage with 36" cover. Wheeling 3" deep type N, 22 gage with 24" cover. Regular and Acoustical Deck units.
 - 3. United Steel Deck 1 ½" type B, 22 gage with 36" cover. United 3" deep type N, 22 gage with 24" cover. Regular and Acoustical Deck units.
- B. Sheet Coating: 1 ½" type B regular and 3" type N shall be primed. Roof deck primer where cementitious spray-on fireproofing will be applied shall be certified to be compatible with the fireproofing and UL assemblies.
- C. Sheet Steel: ASTM A653/653M, A1008/A1008M with minimum yield strength 33 ksi.
- D. Welding Materials: AWS D1.1.
- E. Shop and Touch Up Primer: SSPC 15, Type 1, grey oxide for primed deck, certified as compatible with the fireproofing and UL assemblies.

ACCESSORIES

- A. Ridge Strips, Valley Strips, Eave Strips, sound attenuation strips for acoustical deck flute fills: Fabricated of metal of same type, gage and finish as deck.

PART 3 EXECUTION

EXAMINATION

- A. Coordination: Verification of existing conditions prior to beginning work.
- B. Fabrication prior to approval of shop drawings shall be entirely at the risk of the contractor.

INSTALLATION

- A. Erect metal deck in accordance with SDI Manual and manufacturer's instructions. Deck units shall be erected in a minimum three span condition unless otherwise noted on drawings.
- B. Bear deck on steel supports with 2 1/2 inch minimum bearing. Align deck units in true straight lines. Allow for minimum 3" end laps.
- C. Fasten deck to steel support members at ends and intermediate supports with 3/4" diameter fusion puddle welds at 12 inches oc maximum. Weld spacing shall be enhanced to 6" centers within 12 feet of ridges, gable ends, and eaves.
- D. Weld in accordance with AWS D1.1.
- E. Mechanically fasten side laps at 24 inches oc maximum with #12 tek screws.
- F. Place formed steel ridge strips, eave strips, valley strips in position and mechanically attach at 6" oc.
- G. Immediately after welding deck and other metal components in position, coat welds, burned areas, and damaged surface coating, with touch up zinc rich prime 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

1.1 SECTION INCLUDES

- A. Cold-formed structural metal stud framing at exterior and interior wall locations.
- B. Cold-formed structural metal stud framing for hand railing system at equipment platform locations.
- C. Framing accessories

1.2 REFERENCES

- A. ASTM A36 Standard Specification for Carbon Structural Steel.
- B. ASTM A123 Zinc (Hot—Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A1003 Standard Specification for Steel Sheet, Carbon, Metallic and Nonmetallic-Coated for Cold-Formed Framing Members.
- D. ASTM A525 General Requirements for Steel Sheet, Zinc—Coated (Galvanized) by the Hot—Dip Process.
- E. ASTM A591 Steel Sheet, Cold—Rolled, Electrolytic Zinc—Coated.
- F. ASTM C645 Non-Load (Axial) Bearing Steel Studs, Runners (Track) and Rigid Furring Channels for Screw Application of Gypsum Board.
- G. ASTM C754 Installation of Steel Framing Members to Receive Screw—Attached Gypsum Wallboard, Backing Board, or Water—Resistant Backing Board.
- H. ASTM C1513 Standard Specification for Steel Tapping Screws for Cold-Formed Steel Framing Connections.
- I. COSP Specification for the Design of Cold-Formed Steel Structural Members, Code of Standard Practice.
- J. GA 203 Installation of Screw Type Steel Framing Members to Receive Gypsum Board.
- K. Metal Framing Manufacturers Association (MFMA) Guidelines for the Use of Metal Framing.
- L. SSPC (Steel Structures Painting Council) Steel Structures Painting Manual.

1.3 SYSTEM DESCRIPTION

- A. Metal stud framing system for exterior walls shall be 6" or 8" x 68 mil minimum structural studs, as noted on Drawings, as manufactured by Marino\Ware, Dietrich, Unimast, Clark Metal Framing Systems or approved equal. Refer to Drawings for metal stud sizes and thickness.
- B. Refer to Drawings for interior metal stud sizes and gauges.
- C. Refer to Drawings for equipment platform and mezzanine metal stud handrailing system sizes and gauges.
- D. Design and size connection components to withstand dead and live loads caused by pressure and suction of wind acting normal to plane of wall as calculated in accordance with the current North Carolina State Building Code wind loading requirements.
- E. Maximum Allowable Deflection: 1/600 span.
- F. System to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

- G. Wall studs shall align in straight and true lines.

1.4 SUBMITTALS

- A. Shop Drawings: Submit shop drawings to indicate plans, elevations, prefabricated work, component details, stud layout, framed openings, anchorage to structure, bracing, connection details, type and location of fasteners, weld lengths and locations, and accessories and finishes, or items required of other related work.

Show and describe method for securing studs to tracks, splicing, and for blocking and reinforcement to framing connections.

- B. Product Data: Provide manufacturer's product data and technical data sheets describing standard framing member materials and finish, product criteria, load charts, limitations.
- C. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.

- D. Delegated Design Submittals: Submit structural calculations as follows:

- a. Structural calculations for connections and attachments, prepared by manufacturer for approval, sealed by a professional engineer registered in the State in which the project is located.
- b. Description of design criteria.
- c. Selection of framing connection requirements.
- d. Verification of attachments to structure and adjacent framing components.

- E. Welder's current certifications for light gauge metal framing.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with MFMA and ASTM C754.

1.6 QUALIFICATIONS

- A. Manufacturer:

- a. Having [5] years of experience manufacturing components similar to or exceeding requirements of project.
- b. Having sufficient capacity to produce and deliver required materials without causing delay in work.

- B. Manufacturer's Structural Engineer:

- a. Professional engineer registered in the state in which the project is located.
- b. Having a minimum of five years of experience with projects of similar scope.

- C. Installer: Acceptable to the manufacturer, experienced in performing the work of this section with minimum five years documented experience, and specialized in installation of work similar to that required for this project.

- D. Welders: Certified by the AWS within the previous 12 months.

1.7 COORDINATION

- A. Coordinate with all trades the placement of components within the stud framing system to provide a totally sound and complete system installation ready to receive sheathing and wallboard.

PART 2: PRODUCTS

2.1 STUD FRAMING MATERIALS

- A. Studs: ASTM A525, ASTM A591, cold rolled steel, channel shaped, punched for utility access
 - 1. Depth: 8", 6", 3 5/8", and as shown on the drawings.
 - 2. Thickness: 68 mil minimum at 8" and 6" studs and 33 mil minimum 3 5/8" studs.
 - 3. Width minimum 1 5/8" with 1/2" stiffening return both flanges.
- B. Runners: Of same material and thickness as studs unless otherwise noted.
- C. Furring and Horizontal CRC Bracing Members: Of same material as studs; thickness to suit purpose.
- D. Vertical Deflection Clips and Tracks: Manufacturer's standard clips and tracks, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to studs.
- E. Fasteners: Stainless steel or zinc coated #12 pan head, self-drilling, self tapping screws.
- F. Anchorage Devices: Powder actuated fasteners and screws as shown on drawings.
- G. Touch Up Primer for Galvanized Surfaces: SSPC — Paint 20 Type I Inorganic.

2.2 JOIST FRAMING

- A. Steel Floor and Ceiling Joists: Cold-formed steel joists, of web depths indicated on Drawings, as follows:
 - a. Type as indicated on Drawings.
 - b. Minimum Base Metal Thickness: As indicated on the Drawings.
 - c. Section Properties: As indicated on the Drawings.
- B. Steel Joist Track: Cold-formed steel joist track, of web depths indicated, unpunched, with unstiffened flanges. Type as indicated on the Drawings. Minimum Base Metal Thickness: Match steel joists. Flange Width 1 1/4 inches, minimum.

2.3 ACCESSORIES

- A. Framing Connectors:

- A. Type: Steel-framing accessories fabricated from steel sheet, ASTM A1003/A1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
 - 1. Web stiffeners, solid blocking, utility angles, joist hangers, gusset plates, rigid clips, breakaway clips.
- C. Anchors, Clips and Fasteners
 - 1. Steel Shapes and Clips: ASTM A36/A36M and zinc coated by hot-dip process according to ASTM A123/A123M.
 - 2. Cold-formed Steel Connections: ASTM A653/A653M, zinc coated by hot-dip process according to ASTM A123/A123M.
 - 3. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing per ASTM E488.
 - 4. Powder-actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing per ASTM E1190 and as indicated on the drawings.
 - 5. Mechanical Fasteners: ASTM C1513, corrosion-resistant-coated, self-drilling, self-tapping steel drill screws.
 - 6. Welding Electrodes: Comply with AWS standards.
 - 7. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035.
 - 8. Shims: Load bearing, high-density multimonomer plastic, non-leaching.
 - 9. Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to match width of bottom track or rim track members.

2.4 FABRICATION

- A. Fabricate cold-formed metal framing and accessories assemblies of framed sections to sizes and profiles required; with framing members fitted, plumb, square, and true to line, reinforced, and with connections securely fastened, and braced to suit design requirements, in accordance with referenced specification standards, and manufacturer's written instructions, and requirements in this Section.
- B. Fit and assemble in largest practical sections for delivery to site, ready for installation.
- C. Studs shall bear tightly against the top and bottom tracks.
- D. Fabricate framing assemblies using jigs or templates.
- E. Cut framing members by sawing or shearing; do not torch cut.

- F. Fasten cold-formed metal framing members by welds, screw fasteners, clinch fasteners or rivets as standard with fabricator. Do not wire-tie framing members.
 - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
 - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by not less than three exposed screw threads.
 - c. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to Shop Drawings.

2.5 FINISHES

- A. Studs: Galvanize to G60 coating class (minimum) or as indicated on Drawings.
- B. Tracks and Headers: Galvanize to G60 coating class (minimum) or as indicated on Drawings.
- C. Accessories: Same finish as framing members.

PART 3: EXECUTION

3.1 EXAMINATION

- A. Verify that conditions are ready to receive work.
- B. Verify that rough-in utilities are in proper location, and coordinated with framing.

3.2 ERECTION

- A. General:
 - 1. Erect in accordance with ASTM C1007 and manufacturer's installation instructions.
 - 2. Field Welding: Per AWS D1.3, and the following:
 - a. Stud-to-Track Connections: 1/2 inch (13 mm) fillet weld, full length of inside flange dimension, inside each flange of stud onto track web.
 - b. Other Connections: Flat, plug, butt or seam.
 - c. Minimum Steel Thickness for Welded Connections: 18 gauge.
 - d. Field Fastening: Minimum of 2 self-tapping metal screws per connection, unless otherwise indicated.
- B. Wall Systems:
 - 1. Align and secure top and bottom runners.
 - 2. Fit runners under and above openings; secure intermediate studs to same spacing as wall studs.
 - 3. Install studs vertically uniformly at the spacings shown on the drawings.

4. Align stud web openings horizontally.
 5. Secure studs to tracks using screws or welding.
 6. Stud splicing not permissible.
 7. Fabricate corners using a minimum of three studs.
 8. Minimum double stud at wall openings, door and window jambs, not more than 2 inches from each side of openings. Refer to drawings for additional jamb and head conditions.
 9. Brace stud framing system rigid.
 10. Coordinate erection of studs with requirements of doorframes, window frames, and; install supports and attachments.
 11. Coordinate installation of wood bucks, anchors, and wood blocking with electrical and mechanical work to be placed within or behind stud framing.
 12. Blocking: Secure wood blocking to studs. Secure steel channels to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories, hardware, etc. as required by Architect.
 13. Coordinate placement of insulation in stud spaces made inaccessible after stud framing erection.
 14. Fabricate and install headers at openings as indicated on Drawings.
 15. All multiple members shall be stitch welded together with 1" seam welds spaced at 16" oc maximum both sides of members to form a totally composite member. Multiple members in composite units shall not be spliced.
 16. All connections not shown on the drawings shall be designed by the supplier to support the imposed loads.
 17. Provide continuous 2" x 43 mil horizontal strap bridging at 48" maximum intervals on both flanges. Install with 1 screw per stud. Provide solid blocking using a piece of metal stud between studs at each end of bridging run and at 12' oc maximum. Terminate bridging at wall openings with solid blocking bridging as required.
 18. Place one stud tightly against each side of the tubular steel columns in line with the wall. Align the face of stud flush with face of tubular columns for smooth finish application for dry wall and sheathing. Fasten stud to column with powder actuated fasteners spaced at 16" oc.
 19. Touch-up field welds and damaged galvanized surfaces with primer.
- C. Steel Joists:
1. Locate joist end bearing directly over load bearing studs or provide approved load-distributing member to top of stud track.
 2. Provide web stiffeners at reaction points where indicated in drawings.
 3. Provide joist bridging as shown in drawings.
 4. Provide end blocking where joist ends are not otherwise restrained from rotation.

5. Place joists at maximum 12 inches on center and not more than 2 inches from abutting walls. Connect joists to supports using mechanical fastener method.
6. Touch-up field welds and damaged galvanized surfaces with primer.

D. Metal Stud Handrailing System:

1. Frame metal stud handrailing at equipment platforms / mezzanines in accordance with Drawings.

3.3 ERECTION TOLERANCES

- A. Maximum Variation From True Position: 1/4 inch.
- B. Maximum Variation of any Member from Plane: 1/4 inch.
- C. Maximum Variation From Plumb: 1/4 inch in 10' height.

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 miscellaneous fabricated metal items scheduled on Drawings and specified in this Section.

Miscellaneous metal items for which drawing information is fully descriptive are not necessarily named herein, but shall be provided as shown and as required.

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 Manufacturers listed for each item.

SUBMITTALS:

Shop Drawings: Submit shop drawings in quadruplicate to Architect in accordance with GENERAL CONDITIONS for approval of all fabricated miscellaneous items. Shop drawings shall indicate following: fabrication, assembly and erection details, sizes of all members, fastenings, supports, and anchors; patterns; clearances, and all necessary connection to work of other trades.

Catalog Cuts: For standard manufactured items, catalog cuts may be submitted as specified in GENERAL CONDITIONS, providing all technical performance characteristics and other pertinent information are given.

PRODUCT HANDLING:

Handling and Storage: Handle all materials carefully to prevent damage and store at site above ground in covered, dry locations.

Replacement: Damaged items that cannot be restored to like-new conditions shall be removed and replaced at no additional cost to Owner.

PART 2: PRODUCTS

BASIC MATERIALS:

Structural Shapes: ASTM A 36/A572 Dual Certified.

Steel Pipes: ASTM A 72 welded wrought iron pipe, standard weight, Schedule 40.

Steel Tubing: ASTM A 500, Grade B.

Cast Iron: ASTM A 48j, Class 30, with minimum tensile strength of 30,000 psi.

Zinc-coated iron or Steel Sheets: ASTM A 446.

Cold-rolled Carbon Steel Sheets: ASTM A 366-66.

Exterior Lintels / Hand Rails: ASTM A123 - Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products

Stainless Steel Sheet: Type #304

FABRICATION:

Measurements: Verify all measurements and take all field measurements necessary before fabrication.

Fasteners: Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with material to which fastenings are applied. Permanent connections shall be riveted, welded or bolted. Exposed welds shall be ground smooth and flush.

Components: Include materials and parts necessary to complete each item properly, even though such work may not definitely be shown or specified.

Provide and install miscellaneous bolts and anchors, supports, braces, and connections necessary for completion of work.

Drill or punch holes for bolts and screws. Poor matching of holes will be rejected. Conceal fastenings where practicable.

Painting and Protective Coating:

All ferrous metal, except stainless steel and galvanized surfaces, shall be properly cleaned and given one shop coat of red lead or zinc chromate primer.

Anchors built into masonry shall be coated with asphalt paint unless specified to be galvanized. Metal work to be encased in concrete shall be left unpainted unless specified or noted otherwise.

Where hot-dip galvanized or zinc-coated metal is specified or shown, it shall not be shop-primed unless otherwise noted or specifically required otherwise for paint finish, which shall require bonderized or paint-grip primer. Recoat at all field welds and grindings, and where initial galvanized coating has been removed or deteriorated.

Galvanizing:

Hot-dip galvanizing or zinc coatings applied on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strips shall comply with ASTM A 123-68.

Lintels in exterior walls shall be hot dip galvanized to ASTM A123 G60 standards after fabrication.

Exterior handrails shall be hot dip galvanized to ASTM A123 G60 standards after fabrication.

MISCELLANEOUS ITEMS:

Supplementary Structural Steel: All structural framing incorporated in building design and detailed on Architectural Drawings, but not shown on Structural Steel Drawings, shall be furnished as part of miscellaneous metal work.

Miscellaneous Lintels, Shelf Angles, Beams and Plates, Brackets: Provide miscellaneous lintels and shelf angles, beams, plates, and brackets as indicated.

Lintels shall have 8" bearings at each end unless shown otherwise.

Weld or bolt members together where so indicated, to form complete composite assembly. Set beams on plates as indicated.

Where shelf angles are attached to concrete with bolts and adjustable inserts, provide slotted holes of proper size and spacing in vertical leg of shelf angles.

Miscellaneous Fasteners: Furnish all bolts, nuts, anchor bolts, plates, anchors, ties, clamps, hangers, nails, spikes, screws, straps, toggle and expansion bolts, and other items of rough hardware of sufficient size and number to tie together various parts of building and secure all of its parts in place. Such miscellaneous items shall be of same material as metals they contact.

Supports, Bracing:

Furnish and install all bracing and suspension type supports, fastened to structure, for the following and additional conditions, as may be required.

1. Exterior soffits
2. Head of exterior doors and window walls

Interior Handrails / Guard Rails: Provide pipe handrails as detailed, fabricated from 1-1/2 I.D. pipe or as per Drawings, shop primed. Weld all joints and grind smooth. Fabricate entire assembly carefully in accordance with details. After installation, use wire brush, sand blast, or otherwise treat to provide completely smooth surface for application of paint. Wall handrail consist of straight sections of black steel pipe, mounted on wall brackets. Install brackets with approved anchoring device. Close ends with molded end closures.

Exterior Handrails / Guard Rails: All exterior pipe handrails shall be hot-dipped galvanized, exposed not requiring field painting. All welds and grindings to be recoated on site with a field applied zinc galvanizing coating to match.

Pipe sleeve inserts for railing systems vertical posts embedment.

Ladders: Where indicated, vertical wall mounted interior ladders shall be 20" wide, fabricated with 3/8"x 1-1/2" hot-rolled rails and 3/4" round steel rungs extending through rails with connection welds, provided at all roof or floor hatch locations. Space rungs 12" o.c. Anchor ladders at bottom and top. Brackets shall be of same size as side rails and of such length as to hold ladder 7" away from wall.

Fold-out Escape Ladder: Provide prefabricated extruded aluminum and stainless steel fold-out escape ladder on utility platforms where indicated on drawings, rated for 1000 lbs., 6060-T6 high-grade aluminum, pull out release pin, see Drawings. "MODUM Fire Escape Ladder". Accessories include egress ladder signage, acrylic sign panels as indicated on drawings. Equivalent products from JOMY are acceptable.

PART 3: EXECUTION

WORKMANSHIP:

Ferrous metal surfaces shall be clean and free from mill scale, flake rust and rust pitting; well formed and finished to shape and size, with sharp lines and angles and smooth surfaces.

Castings shall be of uniform quality, free from blow-holes, porosity, hard spots, shrinkage distortion or other defects. Castings shall be smooth and well cleaned by shot-blasting or other approved method. Covers subject to street or foot traffic shall have machined horizontal bearing surfaces. Provide machined bearing or contact surfaces for other joints where indicated or required.

COORDINATION: At proper time, deliver and set in place items of metal work to be built into adjoining construction.

PAINTING: Finish painting of items not factory painted shall be as specified in Section 09900.

STEEL FRAMED STAIRS:

GENERAL: Construct stairs to conform to sizes and arrangements shown; joint pieces together by welding unless otherwise indicated. Provide complete stair assemblies including metal framing, hangers, columns, railings, newels, balusters, struts, clips, brackets, bearing plates and other components necessary for the support of stairs and platforms and as required to anchor and contain the stairs on the supporting structure. Certify with drawings bearing the seal of an N. C. Registered Engineer indicating capacity to support 100 p.s.f. uniform live load or 300 pound concentrated load as required by code.

STAIR FRAMING: Fabricate stringers of structural steel channels, or plates, or a combination thereof, as shown. Provide closures for exposed ends of stringers. Construct platforms of structural steel channel headers and miscellaneous framing members as shown. Bolt or weld headers to strings and newels and framing members to strings and headers; fabricate and join so that bolts, if used, do not appear on finish surfaces.

METAL PAN RISERS, SUBTREADS, AND SUBPLATFORMS: Shape metal pans for risers and subtreads to conform to configuration shown. Provide minimum 12 gage thickness of structural steel sheet for metal pans indicated but not less than that required to support total design loading.

Form metal pans of hot-rolled or cold-rolled carbon steel sheet, unless otherwise indicated.

Attach risers and subtreads to stringers by means of brackets made of steel angles or bars. Weld brackets to strings and attach metal pans to brackets by welding, riveting or bolting.

Provide subplatforms of configuration and construction indicated, or if not indicated, of same metal as risers and subtreads and in thickness required to support design loading. Attach sub platform to platform framing members with welds.

SPIRAL STAIRS: Design and construct stairs to conform to arrangements shown; joint pieces together by welding unless otherwise required by the approved design. Provide complete stair assemblies including metal framing, hangers, columns, treads, risers, railings, newels, balusters, struts, clips, brackets, bearing plates and other components necessary for the support of stairs and platforms and as required to anchor and contain the stairs on the supporting structure. Design to comply with the latest NC Building code requirements. Certify with drawings bearing the seal of an N. C. Registered Engineer indicating capacity to support 100 p.s.f. uniform live load or 300 pound concentrated load as required by code.

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 be to provide expansion control joint covers as shown on Drawings and specified in this Section.

Building expansion joints with joint covers specified (walls, floors and ceilings) are required at all locations where enclosed connectors meet building units, and all locations where building additions abut existing walls..

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 purpose of designating type and quality for work under this Section, Drawings and Specifications are based on products manufactured by the C/S Group Company. Other Manufacturers who can furnish products or systems of same materials specified and equal in all respects will also be acceptable, such as Architectural Art Mfg., Balco, Inc., and M M Systems.

SUBMITTALS:

Manufacturer's Data: Submit three (3) copies of folder containing complete Manufacturer's data and installation procedures for all products to be used in work of this Section.

Shop Drawings: Submit Shop Drawings in compliance with GENERAL CONDITIONS. These drawings shall be coordinated with adjacent work.

PRODUCT HANDLING:

Working Areas: Provide suitable areas for storage of materials and equipment.

Delivery: Deliver products to site in original sealed containers or packages bearing Manufacturer's name and brand designation.

PART 2: PRODUCTS

FLOOR JOINT COVERS: Balco, Inc. Model 75FPE-1. Coordinate with finish floor material. Floor to floor units to be complete with extruded aluminum frames, center plates and cover plates extruded from 6063T5 alloy. Frames to be anchored to slab with 1/4" (6.25 mm) diameter expansion bolt anchors. Flexible vinyl expansion filler. Floor joints to be coordinated to provide alignment with wall and ceiling expansion joint covers. All aluminum surfaces in contact with masonry shall receive a shop coat of zinc chromate primer.

WALL JOINT COVERS: C/S Group Model SJPW. Extruded aluminum cover plates and snap-lock anchor clips to be 6063-T52 alloy. Cover plate to be supplied with continuous duroflex seal. Snap-lock anchor shall be secured 24" O.C., complete with serrations to assure positive adjustable anchorage. Finish shall be satin clear anodize, prime coat for field painting, Medium , dark Bronze or Kynar 500 colors, to be selected by Architect to suit condition of use.

CEILING JOINT COVERS: C/S GROUP MODEL HC OR HCW. Cover shall be dual durometer P.V.C. The vertical legs shall be a rigid material for positive anchoring. The exposed bellows shall be a flexible P.V.C. to allow for expansion and contraction of the joint cover. Color to be white.

PART 3: EXECUTION

INSPECTION

Examine all surfaces to which products are scheduled to be installed. If unsatisfactory conditions exist, report to General Contractor and do not proceed with work until conditions have been satisfactorily corrected.

INSTALLATION

Install expansion joint covers at locations indicated on Architectural and / or Structural Drawings and at all locations where enclosed connectors meet building units, in accordance with Manufacturer's printed instructions and Shop Drawings, approved by Architect.

All installations shall be performed by capable workmen under direction of foreman fully qualified by experience in each respective field of installation work.

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:

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 furnishing all labor and materials required to insulate exterior CMU/brick cavity walls, exterior stud/brick cavity walls, interior stud walls, foundations, interior ceilings, and acoustical sound tubes all as shown on Drawings and as specified herein.

INDUSTRY STANDARDS:

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

QUALITY ASSURANCE:

Extent of insulation work is shown on drawings and indicated by provisions of this section.

Applications of insulation specified in this section include the following:

- Underslab foundation wall board insulation (supporting backfill).
- Blanket wall insulation

QUALITY ASSURANCE:

Thermal Conductivity: Thicknesses indicated are for thermal conductivity (k-value at 75 degrees F or 24 degrees C) specified for each material. Provide adjusted thicknesses as directed for equivalent use of material having a different thermal conductivity. Where insulation is identified by "R" value, provide thickness required to achieve indicated value.

SUBMITTALS:

Product Data: Submit manufacturer's product specifications and installation instructions for each type of insulation and vapor barrier material required.

PRODUCT HANDLING:

General Protection: Protect insulation from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage and protection during installation.

PART 2: PRODUCTS

UNDERSLAB FOUNDATION INSULATION:

Extruded Polystyrene Board Insulation: Rigid, closed-cell, extruded polystyrene insulation board with integral high-density skin and tongue and groove edges; complying with FS HH-I514, Type IV, min. 25 psi compressive strength, k-value of 0.20; 0.3% maximum water absorption; 1.1 perm-inch max. water vapor transmission; manufacturer's standard lengths and widths.

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work included, but are not limited to, the following:

Manufacturer: Subject to compliance with requirements, provide products of one of the following:

- Dow Chemical Co., Midland, MI (Styrofoam SM)
- UC Industries/U.S. Gypsum; Chicago, IL (Foamular)

BLANKET WALL INSULATION:

Kraft-faced Blanket-type, Glass Fiber Wall Insulation: (for all locations of concealed insulation within exterior wall construction) Inorganic non-asbestos fibers formed into 6 ½" thick semi-rigid blankets, R-Value of R-19, 16", 24" x 48" batt size, manufactured specifically for fitting between steel studs. Provide with kraft facing vapor barrier, with overlapping tabs. Friction fit in between wall framing members. Overlap tabs at each adjoining piece and tape for continuous vapor barrier construction. Install in strict accordance with manufacturer's printed instructions.

PART 3: EXECUTION

INSPECTION AND PREPARATION:

Installer must examine substrates and conditions under which insulation work is to be performed, and must notify Contractor in writing of unsatisfactory conditions. Do not proceed with insulation work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

Clean substrates of substances harmful to insulations or vapor barriers, including removal of projections which might puncture vapor barriers.

INSTALLATION:

General:

Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

Extend insulation full thickness as shown over entire area to be insulated. Spray, cut and fit tightly around obstructions, and fill voids with insulation. Remove projections which interfere with placement.

Perimeter and Under-Slab Insulation:

On vertical surfaces, set units in adhesive/mastic applied in accordance with manufacturer's instructions. Use type adhesive recommended by manufacturer of insulation.

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

TYPE AND SEQUENCE OF CONSTRUCTION

New roof insulation over new steel roof deck. New roof system shall meet fire resistance Class A requirements and wind uplift resistance meeting ASTM E1592 and UL/FM I-90.

RELATED SECTIONS

07610 Metal Roofing

SUBMITTALS

Product Data:

1. Product data sheets.
2. Product samples.

DELIVERY, STORAGE, AND HANDLING

Deliver and store products according to general requirements for materials and equipment and Part 3 of this Section.

Provide unopened containers and packages with labels bearing producer(s) name and source of product and date of manufacture. Factory Mutual approval or Underwriters Laboratories Classification shall be on package.

Keep roof insulation protected while in storage; keep dry during application. Outdoors, store off ground on pallets protected with breathing type covers. Roof insulation which has been wet, and then dried, may be used only if approved by Architect.

ENVIRONMENTAL REQUIREMENTS

Install roof insulation only when surfaces are dry.

Do not install roof insulation if moisture content of substrate is above that acceptable to roof insulation and roof membrane producer.

PART 2: PRODUCTS

ROOF INSULATION

Vapor Barrier - 10 mil Polyethylene with lapped edges taped.

Product: Rigid polyisocyanurate board, with a coated glass-fiber facer conforming to or exceeding the requirements of ASTM C 1289, Type II, Class 1, Grade 3 (25 psi), in compliance with FM Standard 4450/4470, and UL Standard 1897 Uplift resistance.

Equivalent to: ENRGY 3 FR Polyisocyanurate Roof Insulation, by Johns Manville
ACFOAM-II Polyisocyanurate Roof Insulation, by Atlas
RESISTA Polyisocyanurate Roof Insulation, by Firestone

Thickness: Two 1 ½" layers equaling 3" total thickness

<u>Property</u>	<u>Test Method</u>	<u>Value</u>
Tensile Strength:	ASTM C209	500 psf
Thermal Resistance (LTTR):	ASTM C518	R 5.7 per inch
Water Absorption:	ASTM C209	1.5% by volume, maximum
Water Vapor Permeance:	ASTM E96	4.0 perm maximum
Dimensional Stability:	ASTM 2126	2% linear change, maximum
Maximum Operating Temperature:	ASTM D 1623	-100 F to 250 F
Product Density:	ASTM D1622	Nominal 2 pcf
Compressive Strength:	ASTM D1621	Grade 3: 25 psi minimum
Flame Spread:	ASTM E84	40-60
Smoke Developed:	ASTM E84	50-170

Referenced Standards:

Section 2603, FOAM PLASTIC INSULATION, International Building Code

ASTM: ASTM C 1289, Type II, Class 1

Underwriters Laboratories: Class A for Roof System External Flame – UL Standard 790

Insulation shall meet criteria for UL 1256 for a fire classified system.

Underwriters Laboratories: UL Construction No. 263

FM Standards 4450 / 4470

Insulation Board Joint Tape: Weather resistant self-adhering heavy-duty tape as recommended by roof insulation manufacturer.

PART 3: EXECUTION

ROOF INSULATION APPLICATION:

GENERAL

Lay roof insulation in courses parallel to roof edges.

Miter roof insulation edges at ridges, valleys, and other similar non-planar conditions. Butt edges to provide moderate contact; do not smash edges. Provided in layers specified with each layer's joints one-half board staggered pattern and taped.

PROTECTION

Protect roofing work from foot traffic and construction damage.

CLEAN UP

Remove excess materials, trash, debris, equipment, and parts from the Work.

Repair, or remove and replace, damage and stains caused by roofing work.

FIELD QUALITY CONTROL:

Protection: If work is stopped before completion of application of roof insulation and roofing, protect exposed insulation. Seal edges to prevent penetration of moisture. Do not lay more insulation in one working day than can be covered by roofing in same day.

Inspection: Architect shall be notified to inspect work after completion of vapor barrier and completion of roof insulation. If this examination discloses that work is not according to Specification, or that work has been damaged by traffic or other trades, Contractor shall agree to furnish additional materials necessary to make repairs and place work in acceptable condition.

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 and install a fully-adhered black reinforced EPDM membrane roofing system in strict accordance with Drawings, Specifications, and manufacturer-approved details and recommendations.

Roofing system must be applied by a roofing contractor authorized by the manufacturer.

Submit shop drawings for approval in accordance with the general requirements.

Shop drawings shall include:

- Proof of compliance with FM Class I-90, UL 90
- Outline of roof and roof size,
- Location and type of all penetrations, and
- Number of membrane sheets, their respective sizes and seaming pattern.
- Complete details of all conditions at roof drains, roof edges, transitions, and penetrations.

Deliver materials in original unopened containers.

Store materials, except membrane, between 60 degrees F and 80 degrees F. If exposed to lower temperature, restore to 60 degrees F minimum temperature before using. Store materials in dry area and protect from weather and direct sunlight. Damaged materials shall be replaced at Contractor's expense.

PART 2 - PRODUCTS

Manufacturer: Obtain primary flexible sheet roofing from a single manufacturer. Provide secondary materials as recommended by manufacturer of primary materials. Flexible sheet roofing system requirements specified are based on Carlisle Design A Sure-Tough .060 Reinforced EPDM Fully-Adhered Roofing System.

Equal products from the listed manufacturers will be accepted for this project:

- Goodyear
- Firestone

Product Description: Provide fully-adhered flexible sheet roofing system, .060" thick, black reinforced EPDM membrane roofing system. Manufacturer's approved insulation shall be fully-adhered with the appropriate Carlisle Design A bonding adhesive.

Provide manufacturer's bonding agent system installed to meet requirements of FM Class I-90, UL 90 classification.

Provide conditions with a minimum slope of 1/8" to 12"; where such conditions do not exist on roof deck, provide factory-approved tapered crickets to achieve minimum slope.

Provide 4 1/2' wide reinforced EPDM membrane at roof perimeter.

Substrate Preparation: Substrate, insulation and new membrane underlayment shall be dry and surfaces clear of any foreign materials. Gaps greater than 1/4" in the existing substrate shall be filled with an appropriate material when the membrane is installed directly to the substrate.

Membrane underlayment shall be butted together with no gaps greater than 1/4". Gaps greater than 1/4" between insulation boards are not acceptable. Minimum membrane underlayment shall be 1/2" thick recover board, approved by manufacturer.

Project Warranty: Provide written warranty, signed by Manufacturer of primary roofing materials and his authorized Installer, agreeing to replace/repair defective materials and workmanship.

Warranty period is ten (10) years after date of substantial completion, and is subject to all warranty requirements of the Supplementary General Conditions.

Compatibility: Provide products which are recommended by manufacturers to be fully compatible with indicated substrates, or provide separation materials as required to eliminate contact between incompatible materials.

External Fire Rating: Complete system of roofing and insulation shall comply with UL Class A and FM Class 1-A / I-90.

WIND RATING: Comply with FM I-90, UL 90.

RELATED MATERIALS:

Flashing: Cured EPDM membrane or uncured EPDM Flashing, as furnished by the membrane manufacturer for this system.

All related materials shall be as mfg. by the membrane mfg. or as recommended by the membrane mfg.

PART 3 - EXECUTION

Proper mineral composition recovery board substrate shall be mechanically fastened through to insulation or roof deck with manufacturer - approved fasteners. The Roofing Contractor shall not proceed with installation until any defects in the substrate have been corrected.

Insulation surfaces shall be dry and clear of any foreign materials.

Perimeter Membrane Securement: Securement shall be provided at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, etc., and at any angle change where slope exceeds 2 inches in one horizontal foot.

EPDM shall be adhered to substrate and flashed in accordance with the specifications and drawings and manufacturer's recommended details and specifications. All conflicts between the Designer's details and specifications and the manufacturers details and specifications shall be resolved prior to the commencement of any work on this project.

Joints and Flashing shall be completed daily in conjunction with the progress of the work.

DIVISION 7
SECTION 07530

THERMAL AND MOISTURE PROTECTION
FLEXIBLE SHEET ROOFING SYSTEM

The Contractor shall take all precautions necessary to prevent water from penetrating the roof surface during the course of construction. At the end of each work day or at anytime during the work day when precipitation is expected, the Contractor shall provide temporary waterstop construction with a pre-approved method approved by the Designer and the roof manufacturer.

Any water damage to the interior of the building resulting from the operations of the Contractor shall be immediately cleaned up and repaired by the Contractor at his expense.

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:

07610 Metal Roofing

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:

- Trims / Fascias
- Gutters
- Copings / Gravel Stops
- Metal base flashings and counterflashings
- All sheet metal work required for moisture control

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:

Trims, Flatwork, Flashings, Copings and Gravel Stops, Fascia,: Pre-finished 24 gauge galvalume steel sheet, 0.5 ounces/square foot, minimum yield of 50,000 PSI .

Finish: Premium fluorocarbon coating produced with Kynar 500 or Hylar 5000 resin.

Colors of all components shall match Existing.

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 screws, bolts, rivets and other fastenings for sheet metal, unless otherwise noted, shall be like material and of size and type suitable for intended use, stainless where indicated.

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.

TF-100 self-leveling 100% polyurea control joint filler, for interior exposed and bare concrete floor slab control joints; for Boiler and Mechanical rooms, 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

DESCRIPTION OF WORK:

Work required under this Section consists of providing galvanized hollow metal doors, frames, transoms, mullions, view window frames, and related items necessary to complete work indicated on Drawings and described in these specifications. Provide galvanized steel doors and frames for all openings where reasonably inferable from plan drawings, whether specifically scheduled and detailed or not.

INDUSTRY STANDARDS:

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

Hollow Metal Manufacturers Association, HMMA

QUALITY ASSURANCE:

Manufacturers: Except as otherwise specified herein, all hollow metal doors and frames shall be products of one of following manufacturers, or an equal approved by Architect. Manufacturers shall be certified members of the Hollow Metal Manufacturers Association, HMMA. All doors and frames shall be from the same manufacturer.

- Amweld Bldg. Prod. Div.
- Ceco Corp.
- Curries Company
- Acme Steel Door Corporation
- Pioneer Fireproof Door Co.
- Steelcraft Mfg. Co.

SUBMITTALS:

Shop Drawings: Submit shop drawings, in accordance with GENERAL CONDITIONS, of all items specified herein to Architect for approval. Obtain approval of Drawings prior to proceeding with manufacturing. Shop drawings shall indicate following: elevations of each door type; details of each frame type; location in building for each item; conditions at openings with various wall thicknesses and materials; typical and special details of construction; methods of assembling sections; location and installation requirements for hardware; size, shape and thickness of materials; anchorage; joints and connections; and any additional pertinent information.

General Contractor shall field verify all door and frame sizes, door and frame prep requirements, and hardware prep requirements prior to fabrication.

Samples: Sample of door section indicating edge, top and/or bottom construction, insulation, hinge reinforcement and face stiffening. Sample of frame section showing welded corner joints, welded hinge reinforcements, dust covers and face finish.

PART 2: PRODUCTS

GALVANIZED METAL FRAMES: Except where otherwise scheduled, all frames for doors, shall be formed of galvanized steel to sizes and shapes indicated, to include but not limited to double and single rabbett frame profiles where indicated. Frames shall be combination type with integral trim and fabricated with full welded unit type construction at joints.

Type and Gauges of Metal: Metal for frames shall be commercial quality, cold-rolled, galvanized steel sheets, with clean smooth surfaces conforming to ASTM A 366. Except where other gauges are indicated or specified, frames shall be fabricated from steel, not lighter than following U.S. Standard gauges:

- Exterior frames - 14 gauge
- Interior frames to 3-0 in width - 16 gauge (generally)
- Interior frames over 3-0 in width - 14 gauge

Metal Reinforcements: Provide concealed metal reinforcements for hardware as required. Gauge of metal for reinforcement shall be in accordance with manufacturer's recommendations for type of hardware and the thickness and width of doors to be hung in frame, provided gauges used are not lighter than following:

- Hinge and pivot reinforcements - 7 gauge, 1-1/4"x 10" min. size.
- Strike reinforcements - 12 gauge.
- Flush bolt reinforcements - 12 gauge.
- Closer reinforcements - 12 gauge.
- Surface-mounted hardware reinforcements - 12 gauge.

Workmanship and Design: Finished work shall be strong and rigid, neat in appearance, and free from defects. Fabricate molded members straight and true, with corner joints well formed and in true alignment, and with fastenings concealed where practicable.

Forming Corner Joints: Joints for welded type frames shall be mitered and continuously arc-welded for full depth and width of frame and trim. All contact edges shall be closed tight and all welds on exposed surfaces dressed smooth and flush.

Provisions for Hardware: Wood doors shall be solid core, prefitted. Prepare frames at factory for installation of hardware. Frames shall be mortised, reinforced, drilled and tapped to templates to receive all mortised hardware; frames to receive surface-applied hardware shall be provided with reinforcing plates only. Where concealed overhead door closers are required in frame members, provide necessary additional space, cutouts, reinforcement and provisions for fastenings in heads of frames to receive closers. Provide cover boxes in back of all hardware cutouts. Punch doorframes to receive rubber door silencers; provide three (3) silencers on lock side of single doorframes and one silencer for each leaf in heads of double doorframes.

Wall Anchors: Provide metal anchors of shapes and sizes required for adjoining type of wall construction. Fabricate jamb anchors of steel, not lighter than gauge used for frame. Locate anchors on jambs near top and bottom of each frame and at intermediate points not over 24" apart.

For frames set in masonry provide 10" long, corrugated or other deformed type adjustable anchors at jambs, 4 per jamb.

For frames set in metal stud partitions weld jamb anchor clips to back of frames at jamb. Make provision for securing anchors to steel studs with 1/4" round-head machine screws, nuts and washers, or by welding. Furnish 4 anchors per jamb.

Floor Anchors: Provide floor clips of not less than 16-gauge steel and fasten to bottom of each jamb member for anchoring frame to floor construction. Clips shall be fixed and drilled for 3/8" diameter anchor bolts.

Shipment: Provide temporary steel spreaders fastened across bottom of frames; where construction will permit concealment, leave spreader in place after installation; otherwise remove spreaders after frames are set and anchored.

GENERAL REQUIREMENTS FOR GALVANIZED METAL DOORS:

Type and Gauges of Metal: Metal for doors shall be commercial quality, leveled, cold-rolled, galvanized steel sheets with clean, smooth surfaces, conforming to ASTM A 366-68. All units shall be galvanized. Gauges of face sheets shall be as specified for door types.

Hardware Reinforcements: Doors shall be mortised, reinforced, drilled and tapped at factory for fully templated hardware only, in accordance with approved hardware schedule and templates provided by Hardware Contractor. Where surface-mounted hardware is to be applied, doors shall have reinforcing plates only; all drilling and tapping shall be done by others. Steel doors for locksets shall have welded box reinforcements.

All hardware furnished by Hardware Supplier for single-acting doors shall be designed for beveled edges as specified.

Edge Profiles shall be provided on lock stiles of doors as follows:

- Single-acting swing doors - beveled 1/8" in 2".
- Opposite swing double doors - beveled 1/8" in 2".

Provide clearances as follows:

Between doors and frames; at head and jambs - 1/8".

At doorsills; where no threshold is scheduled - 3/8" maximum. Allow for carpet height where required.

At doorsills; where threshold is scheduled - 1/4" maximum between door bottom and threshold.

Between meeting stiles of pair of doors - 1/8".

Workmanship: Finish work shall rigid, neat in appearance, and free from defects. Form molded members straight and true, with joints coped or mitered, well formed, and in true alignment. All welded joints on exposed surfaces shall be dressed smooth so that they are invisible after finishing.

GALVANIZED FLUSH DOORS:

Construction: Construct doors of two outer steel sheets not lighter than 18 gauge, with edges welded and finished flush. Seams or joints will not be permitted on door faces or edges. Reinforce the outer face sheets with 20-gauge interlocking vertical channels of Z-shaped members spaced not over 6" apart and spot-welded to outer face sheets. All doors shall have galvanized steel faces and rails.

Cap tops of exterior doors to prevent the accumulation of water.

Reinforcement: Provide continuous reinforcing channels welded to face sheets at top and bottom of door. Place cork, fiberboard, or mineral wool board in spaces between reinforcing channels.

Moldings shall be not lighter than 18-gauge steel. Doors shall be prepared to receive hardware specified under HARDWARE Section.

Optional Construction: Continuous truss-formed inner core of sheet metal, not lighter than 28-gauge, may be substituted for reinforcing specified, provided it is spot-welded to face sheets every 2-3/4" horizontally and vertically over entire surface of both sides.

Provide metal insect screening on louvered doors.

APPROVED FIRE DOORS AND FRAMES:

Provide approved hollow metal fire doors and frames at locations indicated in Door Schedule. Approved doors, frames and hardware shall be constructed and installed in accordance with requirements of Underwriter's Laboratories for Class of door opening indicated or specified.

Fire doors and frames which bear Underwriter's label for class of opening indicated will be only basis of acceptance.

SHOP PAINTING / GALVANIZING:

All interior and exterior doors and all interior and exterior frames shall be galvanized.

Apply primed finish to all galvanized metal surfaces furnished in this Section.

Clean and chemically treat metal surfaces to assure maximum paint adherence; follow with dip or spray coat of rust-inhibitive metallic oxide, zinc chromate, or synthetic resin primer on all exposed surfaces.

Finish surfaces shall be smooth and free from irregularities and rough spots.

Approved primer shall be compatible with finish coats specified in Section 09900.

LOCATION OF HARDWARE: Location of hardware for hollow metal doors and frames shall be as specified in Section 08700.

PART 3: EXECUTION

ERECTION:

Hollow metal shall be erected by skilled workers. Frames shall be carefully plumbed and aligned. Trim and glazing stops shall be coped or mitered with hairline fit. Brace frames until permanent anchors are set. Anchor bottoms of frames to floor with expansion bolts or with power fasteners.

In application of glazing beads, or other trim parts, exercise care to avoid running screws or other fasteners tightly enough to dimple metal.

Minor damage to metal, incurred during erection, may be repaired by filling with lead or lead alloy ground smooth and flush, if strength and appearance of finish work are not impaired, and if Architect approved. Otherwise, furnish new material.

PROTECTION AND CLEANING:

Protect doors and frames from damage during transportation and at job site. Store at site under cover on wood blocking or on suitable floors.

After installation, protect doors and frames from damage during subsequent construction activities.

Damaged work will be rejected and shall be replaced with new work.

Upon completion, metal surfaces of doors and frames shall be thoroughly cleaned, ready for paint finish by others.

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

1.01 SUMMARY

A. Section Includes: Aluminum Swing Doors, including:

1. YKK AP Series 50D Wide Stile Swing 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.

1.02 SYSTEM PERFORMANCE DESCRIPTION

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: 0.18 CFM/FT (1.02 m³/h·m) of crack length.
 - b. Single Doors: 0.50 CFM/FT (2.84 m³/h·m) of crack length.
2. Structural: Door corner structural strength test using a dual moment loading criteria as follows:
 - a. A representative corner section consisting of a 12 inch top rail and a 24 inch long stile.
 - b. Top rail of each section is anchored to a fixed surface at 3 inches from corner joint; a load arm was subsequently mounted at 19 inches from inside edge of top rail on suspended side rail.
 - c. A load was applied to the load arm at 19 inches from inside edge of side rail and amount of rotation of load arm observed. Process was repeated at increasing loads until point of failure defined as greater than 45 degrees rotation of load arm occurred.
 - d. Test results shall be supported by an independent laboratory test report, as follows:
 - i. YKK AP Model: 50D Swing Door; 300 lbs.

3. Structural Uniform Load Test:
 - a. Single Doors: 90 psf.
 - b. Pair of Doors: 90 psf.
4. Forced Entry Resistance: 300 lbs. satisfactory.

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.
 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. Vistawall 500 Series
- 3. Tubelite Standard Wide Stile Entrances
- 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 Series 50D Wide Stile Swing Doors with 6" mid-rail.
 - a. Description: 5" Door Stile
 - 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. 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. Closer: LCN 4040XP, with backstop arm and hold-open feature, with prefinished metal cover.
 - f. Heavy-duty continuous Hinge: Pemko, McKinney, or Select Products.
 - g. 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. Clear: YKK AP YS1N 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:

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

1.01 SUMMARY

A. Section Includes: Aluminum Storefront Systems

1. YKK AP Series YES 45 TU MegaTherm™ Storefront System 2" x 4 ½".

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 glass and glazing requirements.

1.02 SYSTEM DESCRIPTION

A. Performance Requirements: Provide aluminum storefront systems that 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:
 2. Negative Pressure:
 - b. Interior Walls (Pressure Acting in Either Direction):
2. Deflection: Maximum allowable deflection in any member when tested in accordance with ASTM E 330-84 with allowable stress in accordance with AA Specifications for Aluminum Structures.
 - a. Without Horizontals: L/175 or 3/4" (19.1mm) maximum.
 - b. With Horizontals: L/175 or L/240 + 1/4" (6.4mm) for spans greater than 13'-6" (4.1m) but less than 40'-0" (12.2m).
3. Thermal Movement: 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 0.00 CFM/FT2 (0.00 m3/h·m2) maximum allowable infiltration when tested in accordance with ASTM E 283-84 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 331-86 at a static pressure of 15 PSF (718 Pa).
6. Watertight Installations: Field Tested in accordance with AAMA 501.2-03.
7. Thermal Performance: When tested in accordance with AAMA 1503.1-88 Condensation Resistance Factor (CRF), and ASTM C 236-89 Thermal Transmittance (U Value) as follows:
 - a. CRF: A minimum of 59.
 - b. U Value: 0.58 BTU/HR/FT²/°F or less.

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 YES 45F-T MegaTherm™ Storefront System.

Vistawall Series 3000-S
Tubelite TU24000 Series

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.
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. Thermal Barrier: Provide continuous thermal barrier by means of 6/6 nylon polyamide glass fiber reinforced pressure extruded bars. Systems employing non-structural thermal barriers are not acceptable.
4. Provide .125" thick aluminum bent plate sill pan with end dams at exterior storefront systems. Profiles, sizes and shape as indicated on Drawings.
5. Doorstops to be integral fin type, snap-in type not acceptable.
6. 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.
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. Clear anodized finish, 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.
 - 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

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 pre-fit. 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, Key Schedule and Master Bitting List 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. Modifications to hardware shall be made only with Architect's approval, after consultation with the Owner.

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.

Door Smoke Seals: Doors in smoke partitions shall meet the requirements for a smoke and draft control assembly tested in accordance with UL 1784 for Smoke, and installed in accordance to NFPA 105-2010 Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives.

Provide strikes with extended lips as necessary.

Provide strike boxes, with dust box inserts.

Provide doors to loading platforms, boiler and mechanical rooms, stages or platforms, utility stairs, and electrical closets with knurling on inside of lever.

KEYING REQUIREMENTS

All interior and exterior keyed locking devices are to be furnished with Schlage interchangeable core cylinders.

Furnish all exterior keyed devices with temporary construction cores.

All interior keyed locking devices to be construction master keyed, and grand master keyed to a Schlage Everest 134 D great grand master key system and keyway as designated by Owner.

Provide 6 keys per cylinder, stamped with keying symbol, to the Owner.

Provide a keying transcript and master bitting list for the project directly to the Owner via e-mail and hard copies via transit.

All permanent keys, permanent control keys, and permanent cores are shipped directly to the hardware supplier from Schlage, whereupon all materials shall be inventoried and checked for compliance. Upon completion of inventory and compliance check, the hardware supplier will deliver all permanent keys and permanent cores directly to the Owner. The Owner shall retain possession until the proper time for the hardware supplier to install into exterior keyed devices and converting interior construction master keyed devices to the permanent keying system.

Provide 300 D 134 key blanks.

Provide a key schedule sorted by key symbol.

Provide a key schedule sorted by door number.

The general contractor shall be furnished 5 temporary construction keys and 2 temporary core control keys for the exterior keyed devices.

The general contractor shall be furnished 5 construction master keys for the interior keyed devices and 2 extractor devices used to disable the construction master key system. Note: All construction keys to be turned over to the Owner at same time permanent cores and permanent keying are installed.

Two (2) extractor devices shall be provided to the Owner.

The hardware supplier shall furnish the permanent cores to the Owner, after receipt from Schlage and completion of inventorying and the compliance check. At the proper time, the hardware supplier is to obtain the permanent cores from the Owner, install them in all exterior keyed devices, and disable the construction master key system for all interior keyed devices using the extractor tool to remove, insert, and turn all cylinders to assure each assigned key works properly.

The general contractor shall install the key cabinet. The hardware supplier shall set up the key cabinet with the Owner's representative and user present, prior to the completion of construction. The Owner shall be notified 3 weeks in advance.

Representatives from the General Contractor, manufacturer, and hardware supplier shall meet with the Architect's representative and Owner to receive keying instructions prior to preparing the keying schedule for approval.

The Owner shall be provided a minimum of one (1) key for each miscellaneous device; such as fire extinguisher cabinets, cabinet doors, water hose bibs, light switches, low voltage keyed electrical devices, etc. Where any contract requires a greater quantity, provide the more stringent option.

Owner's Representative: Brooks Moore, Ben Barbour

Keying is to be as follows:

- A. Keyway: Everest 134 D (unless otherwise noted)

- B. SKD-1 Principal's Office (6 keys)
SKD-2 Record's Room (6 keys)
SKD-3 Dry Storage in Kitchen (6 keys)
- C. Grand Masters: (Key that will open every door on campus except SKD doors. Configured to school system's master plan). (20 keys)
- D. Building Area Masters: (Master key for each separated building area – 100, 200, 300, 400, 500 (6 keys each).
- E. Sub Masters: (All suite-like areas are to have a master key to this area – Media, Admin, Band, Cafeteria, and others as specified by Architect). (6 keys each)
- F. Equipment Platforms and Mechanical Doors, including Boiler Room: Everest D 134 (25 keys).
- G. Keyed Removable Mullions: D 134 keyway
- H. Change Key: (individual door key for every door, 6 keys per cylinder) (not to exceed 6 keys per key set).

HARDWARE ITEMS:

Locksets: Schlage and Schlage L9000 Series mortise locksets. Provide Everest removable cores for all interior and exterior doors, including exterior doors with exit devices. All cylinders shall be "factory pinned" using original Schlage pins and Schlage brass key blanks. Provide sectional trim, wrought rose 93A.

Closers: LCN 4040XP Heavy-Duty, with pre-finished metal cover

Exit Device: Von Duprin 99 L (F as required), with lock cylinder and core, and dogging cylinder.

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.

Knox Box: (provided by GC) Where indicated, provide 3200 Series KNOX-BOX, surface/recessed mount with hinged door, with UL Listed tamper switches, 1/4" plate steel housing, 1/2" thick steel door with interior gasket seal and stainless steel door hinge. Box and lock UL Listed. Lock has 1/8" thick stainless steel dust cover with tamper seal mounting capability. Lock: UL Listed. Double-action rotating tumblers and hardened steel pins accessed by a biased cut key.

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 Everest 134 D cores installed by the general contractor and turned by the hardware supplier.

Hinges: HD Heavy-duty hinges shall be provided for all doors exceeding 36" width or 86" height. Provide fire-rated hinges on all fire rated doors. Provide electric hinges on doors scheduled for EAC (electronic access control) hardware. Exterior hinges shall be HD heavy-duty with non-removable pins. Hinges for doors with closers shall be ball bearing.

View Windows: Provide factory finished metal stops for view windows. Wherever doors are equipped with exit devices, view windows shall have concealed / flush glass beads.

Fasteners:

Use concealed fasteners whenever possible, except where noted specifically otherwise. Install door closers with (4) through-bolted oval head bolts.

Hardware to be installed on metal work shall be furnished with machine screws. For interior exposed fasteners on bronze or brass material, 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. Provide confirmation in written 6-Month Service and Adjustment Inspection report.

All Products shall be by the following manufacturers - no exceptions:

Hinges: Hager, HB Ives, McKinney

Electric Hinges: ETW electric through wire hinge, with four continuous electric conductors, full mortise ball bearing, with Molex type connectors, by Hager.

Locks: Schlage Extra Heavy-Duty Mortise L9000 Series

Electrified Mortise Lockset: Schlage L909x Series, complete assembly with power supply, and electric thru wire hinge EPT.

Exit Devices: Von Duprin

Exit Devices at Electronic Access Control doors (Furnished and installed by the General Contractor's Division 8 Subcontractor): Von Duprin QEL, with electric hinges for hinge edge power transfer.

Closers: LCN 4040XP Heavy-Duty, with pre-finished metal cover

Cylinders: Schlage Full Size Interchangeable Core, all interior and exterior cylinders to be provided with interchangeable cores

Knox Box: 3200 Series KNOX-BOX

Overhead Stops: Corbin, Checkmate, Glynn-Johnson

Flatgoods: Quality, Baldwin, HB Ives

Thresholds: National Guard, Pemko, Hager.

Push/Pulls: Rockwood Manufacturing, HB Ives, Hager.

Push/Pull Latches: Glynn-Johnson

Stops: Glynn-Johnson, Rockwood Manufacturing, HB Ives.

Flush Bolts: Glynn-Johnson, Rockwood Manufacturing, HB Ives, Hager.

Silencers: Glynn-Johnson, Rockwood Manufacturing, HB Ives.

Kick Plates: Rockwood Manufacturing, HB Ives, Hager.

Automatic Flush Bolts: HB Ives, Rockwood Manufacturing.

Coordinator: HB Ives, Rockwood Manufacturing, Trimco

Weather Strip & Rain Drips: National Guard, Pemko, Hager, Reese

Smoke Perimeter Door Frame Gaskets: Pemko, Hager, Reese

Smoke Door Bottom Sweep: Pemko, Hager, Reese

Door Bottoms: National Guard, Pemko, Hager.

Magnetic Door Holders: LCN SEM 7800 Series, with adjustable extension length.

Other items shall be as scheduled.

Materials and Finishes: (All products except closers, thresholds, weatherstripping to have brass or bronze base metal unless otherwise noted). Provide the following hardware material as scheduled in the door schedule:

	<u>Materials</u>	<u>Finishes</u>
Hinges, Outswing Exterior Doors	Stainless Steel	US 32 D
Hinges, Inswing Exterior Doors	Stainless Steel	US 32 D
Hinges, Interior Doors	Steel	US 26 D
Pivots	Satin Chrome Plate	US 26 D
Exit Devices	Satin Chrome Plate	US 26 D
Cylindrical Lock Trim	Satin Chrome Plate	US 26 D
Dead Lock Trim	Satin Chrome Plate	US 26 D
O.H. Holders & Stops	Satin Chrome Plate	US 26 D
Door Stop and Holders	Satin Chrome Plate	US 26 D
Box Strikes	Wrought	Prime
Thresholds	Aluminum	Aluminum
Thresholders	Steel	Galvanized Steel
Weatherstrip	Aluminum	Aluminum
Flatgoods	Stainless	US 32 D

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
Electric Hinges	ETW	4 ½ x 4 ½
Privacy set	L9040	93A
Staff Toilet Privacy set	L9040	93A
Passage set	L9010	93A
Classroom security lockset	L9071	93A
Entrance lockset	L9050	93A

Office lockset	L9050 93A
Storeroom lockset	L9080 93A
Push/Pull latchset	HL6
Electrified Mortise Lockset:	Schlage L909x Series
Electric Strike:	Von Duprin 6000 Series
Exit device	99 L (F as req'd) (provide NL- all exterior doors – provide 5 dogging keys per opening, delivered to Owner) Exterior pull right side on pairs of doors.
Exit Device at EAC	QEL with EPT where EAC (Electronic Access Control) is scheduled.
LBR Exit device (interior)	9927 LBR (surface mounted vertical rod, less bottom rod) interior doors scheduled (F as req'd)
Keyed Removable Mullion Cylinder	KR4954, KR9954 as required (all door pairs throughout) 6-pin 300-200 Series
Exterior Closer	4040XP, non-handed, backstop where scheduled
Interior Closer	4040XP – EDA – AL, non-handed, backstop where scheduled
Kickplate	1935 8 x 2 LDW
Wall stop	232 W
Floor stop	241 F
Overhead stop	9-331
Flush bolts	282 D, with astragal and top and bottom plungers
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 lock cylinders and dogging 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.

Pneumatic Automatic Door Openers: (NOT REQUIRED THIS PROJECT)

Provide automatic, single leaf door opener, complete operational assembly, at main front entrance, and at locations indicated on Drawings. Motor and controller capacity to be sized for a single door operator, and shall meet all accessibility codes manual force requirements of 5 lbs. Full closing force shall be provided when the power or assist cycle ends.

All power operated systems shall include compatibility with key pads or card readers and have built-in supply for actuators and peripherals, power actuators, remote actuators, and be compatible with electric latch retraction, electric strikes or magnetic locks.

All units shall be covered by a 2-year warranty.

All units shall be inspected by the factory representative for proper installation and function after installation.

Interior and Exterior Wall Plate Actuators: Actuators shall be hardwired low voltage and shall have a stainless steel 4 ½" round plate with engraved blue filled accessibility symbol. At all locations the actuator box shall be built into the wall construction flush, providing a box made of industrial grade components, and providing weather resistant installation at exterior locations. When required, exterior actuator will be deactivated with adjacent key switch. LCN 956, LCN 958.

Automatic Door Opener: (hardwired)	LCN	4822 Reg, Auto-Equalizer, Pneumatic Operator
	LCN	4822-18G Drop Down Plate
	LCN	4822-3077L Long Arm (if required)
	Frame Manuf.	Set of Integral Seals
	LCN	Interior and Exterior 8310-856 Wired Actuator Pads
	LCN	868F and 868S Mounting Boxes (to suit condition)
	LCN	7982ES Controller
	LCN	925 1/8" ID Tubing
	Locknetics	(2) 653-1414-L2 Key Switch with (2) LED Lights
	Various	(2) Cylinders For (2) Key Switches
	SCE	Remote Release Actuator 701RD-AA
	Various	Wire Supplies, Conduits, Boxes and Misc. Materials for Complete Assembly

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 JOHNSTON COUNTY SCHOOL STANDARDS.
 - a. ACCESS CONTROL BASE STATION: COMPUTER SOFTWARE PROGRAM, INSTALLED ON OWNER'S PC, FOR SOFTWARE CONTROL OF CONNECTED DOORS - PROVIDED BY THE DIVISION 17 ACCESS CONTROL CONTRACTOR.
 - b. 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.
 - c. 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.
 - d. CARD / PROXIMITY FOB READER UNIT, MODEL S2 900PTNNEK00460-S2SEC, MINI-MULLION VERSION, ALL LOCATIONS WHERE EAC (ELECTRONIC ACCESS CONTROL) IS REQUIRED. PROVIDED BY THE DIVISION 17 ACCESS CONTROL SYSTEM CONTRACTOR.
 - e. 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.

- f. ELECTRONIC CONVERSION KITS, FOR EXISTING NON-POWERED DOOR EXIT DEVICES. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER. KIT SHALL BE COMPATIBLE WITH EXISTING EXIT DEVICES, AND EQUIVALENT TO Von Duprin QEL Conversion Kit – Model 958003-00.
 - g. EPT ELECTRIC POWER TRANSFER (articulating frame to door raceway): VON DUPRIN MODELS EPT 2, EPT 10, EPT10C (As Application Requires), FOR USE WITH VON DUPRIN QEL EXIT DEVICES. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER.
 - h. ARMORED DOOR CORDS: ENFORCER SD-969-S18Q SURFACE MOUNTED CORD WITH DIE-CAST ALUMINUM END CAPS, BY SECO-LARM U.S.A - PROVIDED BY THE DIVISION 17 ACCESS CONTROL CONTRACTOR. ELECTRICAL CONTRACTOR TO PROVIDE RACEWAY TO HINGE SIDE OF DOOR, AT 36" AFF. DOORS WITH EPT WILL NOT REQUIRE ARMORED DOOR CORDS.
 - i. ELECTRIC STRIKE (WHERE INDICATED): VON DUPRIN 6000 SERIES, WIRED TO CONTROL ACCESS SYSTEM AND REMOTE OPERATION LOCATION.
 - j. ELECTRIFIED MORTISE LOCKSET: SCHLAGE L909x SERIES. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER.
 - k. ELECTRIC HINGES: FOR USE WITH 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.
 - l. POWER SUPPLIES, FOR ALL POWERED DOOR LOCKING HARDWARE / EXIT DEVICES. PROVIDED AND INSTALLED BY DIVISION 8 DOOR HARDWARE SUPPLIER.
2. INTERCOM / VIDEO CAMERA UNIT (DOOR CALL STATION UNIT): PROVIDED BY THE DIVISION 17 ACCESS CONTROL SYSTEM CONTRACTOR. ELECTRICAL CONTRACTOR TO PROVIDE RACEWAYS AND ROUGH-IN BOXES.

WHERE INDICATED, PROVIDE A COMPLETE VIDEO INTERCOM BUZZ-IN ACCESS SYSTEM ASSEMBLY, AIPHONE JKS-1AEDV OR EQUIVALENT BY COMELIT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING COMPONENTS.

- 1) DOOR STATION: INTERCOM BUZZER UNIT WITH VIDEO CAMERA, WITH ALUMINUM OR STAINLESS STEEL COVER PLATE. AIPHONE JK-DV OR EQUIVALENT. WEATHER RESISTANT COVER PLATE FOR EXTERIOR STATION.
 - 2) MASTER STATION: MASTER VIDEO STATION WITH PICTURE MEMORY, DOOR STRIKE RELEASE TOGGLE OR SWITCH, TABLE TOP MOUNTED AT RECEPTION DESK. AIPHONE JK-1MED OR EQUIVALENT.
 - 3) POWER SUPPLY: PS-1820UL POWER SUPPLY
3. 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.

PRE-INSTALLATION CONFERENCE AND TRAINING:

Prior to installation of any hardware, conduct pre-installation conference with Architect representative, Owner representative, hardware distributor representative, and installation crew members to verify installation and adjustment techniques and directions. Installation personnel shall be currently certified by Allegion for LCN door closer and Von Duprin exit device installation and adjustment. Allegion will provide and conduct mandatory training courses for installers.

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.

Locks and Latches: 38" from finished floor to center of knob.

Deadlocks (with separate latch-set and/or pull): 48" 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, and include confirmation statement in the written report. Conduct walk through 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, with list of attendees.

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

SUMMARY:

Provide glass and 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
- Metal Window Insulated Panels
- Special fire glass

INDUSTRY STANDARDS:

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

QUALITY ASSURANCE:

Provide safety glass (tempered, laminated, impact resistant) as required by the IBC Code, and complying with requirements of 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, 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: 1" thick panels; 1/4" thick "deep cool-grey" low-reflective body-tinted float glass to exterior, 1/4" clear Low-E solar control glass to interior; 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" (24 mm)
Space Filler:	Dehydrated Air Space
Outboard Lite:	1/4" SuperGrey Tinted Float Glass
Inboard Lite:	1/4" Energy Advantage Low-E Glass, #3 Surface
Low-E Surface:	3 rd Surface
Heat Strengthened:	Safety as required – see elevations
Tempered:	Safety as required – see elevations
Visible Light Transmittance (%):	LT 7%
Visible Lite Exterior Reflectance (%):	LRO 4%
Visible Lite Interior Reflectance (%):	LRi 13%
Total Solar Energy Direct Transmittance (%):	ET 5%
Total Solar Energy Reflectance (%):	ER 4%
U-V Transmittance (%):	UV 1%
Solar Heat Gain:	SHGC 0.15
Shading Coefficient:	TSC 0.18

Exterior Aluminum Entrance Doors: 1/4" "Pilkington SuperGrey" Low-E tempered safety glass, impact resistant as required.

Spandrel Glass: Spandrel glass at locations indicated shall be obscure ceramic coating on #4 surface.

Fire Rated Glass, Aluminum Doors and Frames: Where indicated, provide fire-rated impact resistant glass, doors and frames for protected openings as indicated on Drawings, equivalent to "Pyrostop" glass and "FIREFRAMES", "Heat Barrier Series", 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.

Provide safety glass throughout as required by the IBC Code, and ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings -- Safety Performance Specifications and Method of Test.

Interior Doors Throughout: 1/4" clear tempered safety glass, impact resistant as required.

Interior Windows Throughout: 1/4" clear tempered safety glass, impact resistant as required.

METAL INSULATED WINDOW PANELS

Metal window panels consist of metal skins laminated to stabilizer substrates with an insulating core material. Panels are designed to be glazed into a window system or curtain wall system.

Laminated metal faced insulated panels equivalent to "MapeShape" panel as manufactured by Mapes Industries, Inc., 1" total thickness, with formed edges for glazing into a 1" glazing pocket.

Exterior & Interior Finish:: Kynar factory paint finish on 0.032" smooth finished aluminum skin, color as selected by Architect from factory colors, minimum selection of 20.
Provide 25-year finish warranty. MATCH EXISTING

Insulation Core: 2.0 lb. density polystyrene
R-Value: R-6.0 per inch

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:

Sealant and Compound shall be Vulkem 116 by Master Mechanics Company, Maccolastic Acrylic Compound by Macco Division, Glidden Company, Betaseal 850 by Essex Chemical Company or approved equal.

Glazing Tape shall be butyl rubber sealant type partly vulcanized, self-adhesive, non-staining, elastomeric butyl rubber tape, complying with AAMA 800.

Bestaseal 650 Tape by Essex Chemical Company
Duraribbon 1070 by PPG Industries
176 Strucsureglaze by Protective Treatments Company

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 walls, partitions, ceilings, ceiling access doors and fireproofing for beams and columns as indicated on drawings and as specified herein.

Note all gypsum drywall, except as noted on drawings and with exception of walls scheduled for vinyl wall covering, shall be provided with a fine textured spray applied finish, applied prior to coats of paint, matching USG "Orange Peel" texture.

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
- Celotex Corporation
- G-P / Bestwall Div. of Georgia-Pacific
- Johns-Manville
- 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: 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 36.
3. Water-Resistant Gypsum Board shall be "Sheetrock W/R/Gypsum Wallboard" 5/8" tapered-edge with treated manila paper finish and "Sheetrock W/R Fire-code C Wallboard, 5/8" tapered-edge with treated manila paper finish for 1 hour rated partitions. Use 5/8" water-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 approved by Architect.
5. Exterior Wall Sheathing Board shall be 5/8" thick fire retarding fiberglass reinforced gypsum board: "Dens-Glass Gold" by Georgia-Pacific, or equal approved by Architect.

6. Gypsum Soffit board shall be 5/8" thick, fire coded, exterior gypsum soffit board by Bestwall, U. S. Gypsum, or approved equal.
7. Wall Spray Texture: SHEETROCK Wall & Ceiling Spray Texture, SHEETROCK Wall & Ceiling Texture (TUF-TEX), SHEETROCK Wall & Ceiling Spray Texture – Ready Mixed.

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 USG No. 100-Perf-A-Bead.
2. Corner Beads for all radiused external corners shall be heavy duty plastic, No. BCB100, radiused bullnoze corner bead by Vinyl Corporation or equal.
3. Metal Trim shall be 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 "Perf-A-Tape", or approved equal.

Compound for embedding and fill coat application shall be "Perf-A-Tape Joint Compound".

Compound for finishing shall be "Perf-A-Tape Topping Compound".

ADHESIVE AND CAULKING:

Laminating Adhesive: Laminating adhesive for face layer application in double-layer systems shall be "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, walls at 40' intervals, and 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.

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.

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 rating is required. Recessed faces of access doors shall be filled with gypsum board to match

adjacent ceilings. Secure 1/2" resilient furring channels 16" o.c. to face of door with sheet metal screws. Screw 1/2" thick gypsum board to channels as specified hereinbefore. Provide USG No. 200-B metal trim on all edges of gypsum board. Finish as specified hereinbefore.

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 under this section includes providing metal stud partition system, metal ceiling furring system, metal wall furring system and metal ceiling suspension system, for installation of gypsum board.

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 also be acceptable:

- Celotex Corp.
- Flintkote Co.
- GP/Bestwall Div. of Georgia-Pacific Co.
- Johns-Manville
- National Gypsum Co.

Source: Products for use on this Project shall be of one manufacturer for same function, unless noted specifically otherwise herein.

SUBMITTALS:

Shop Drawings: Show complete details of construction, including gauges of metal, anchors, fastenings, special fittings, and accessories. Show ceiling framing and furring, special wall framing, and framed openings.

Manufacturer's Data: Submit (in duplicate) Manufacturer's printed data on materials and installation for work specified herein. Include reports on fire tests and physical data.

PRODUCT HANDLING:

Delivery: Deliver materials to Project site in the original packages, containers or bundles, bearing brand name, and name of manufacturer or supplier for whom product is manufactured.

Storage: Store materials to prevent damage from exposure to elements.

PART 2: PRODUCTS

METAL STUD PARTITION SYSTEM: Metal stud partition system shall be USG Metal Stud System, or approved equal, designed for screw attachment of gypsum board, furnished with required fasteners and accessories for complete system.

Steel Studs shall be C-shaped, formed from not less than 20-gauge galvanized steel sheets, USG width as shown on drawings. Stud webs shall have punched holes throughout for utility lines or wiring.

Metal Floor and Ceiling Runners shall be channel-shaped, formed from not less than 25-gauge galvanized steel sheets, with minimum 1-1/4" flanges and web-sized to nest with steel studs specified.

Screws for attachment of studs to runner and other framing fastening where specified shall be 3/8" USG Drywall Screw, Type S, pinhead.

WALL FURRING SYSTEM: Wall furring system shall be USG Drywall Wall Furring System, designed for screw attachment of gypsum board furnished with required fasteners and accessories for complete system.

Furring Channels shall be hat-shaped USG Drywall Furring Channels, or equal, roll-formed from not less than 25-gauge galvanized steel, 2-3/4" wide by 7/8" deep with 1/2" minimum wing flanges and 1-3/8" minimum crown width for gypsum board attachment.

Fasteners for attachment of furring channels (or wall furring brackets) shall be as recommended by furring manufacturer.

Brackets for furred-out utility space shall be USG adjustable wall furring brackets, formed from not less than 20-gauge galvanized steel. Horizontal leg shall have serrated edges for wire-tie of carrying channels.

Carrying Channels shall not be less than 16-gauge cold-rolled channels, 3/4" web width and 1/2" flange depth, spaced 48" on center maximum. Finish with black asphaltum.

Tie Wire shall be not less than 16-gauge soft annealed carbon steel wire.

CEILING FRAMING SYSTEM: Ceiling-framing system for furred and suspended gypsum board ceilings shall be USG Drywall Ceiling System, designed for screw attachment of gypsum board, furnished with required fasteners and accessories for complete system.

Furring Channels for gypsum board applied to ceiling framing shall be hat-shaped USG Drywall Furring Channels, roll-formed from not less than 25-gauge galvanized steel, 2-3/4" wide by 7/8" deep with 1/2" minimum wing flanges and 1-3/8" minimum crown width for gypsum board attachment. Provide 1 1/2" CRC's (cold rolled channels) cross-carrying channels as specified at 48" centers.

Furring Channels for dropped ceilings, soffits, and where indicated at expansion joints shall be C-shaped studs, formed from not less than 25-gauge galvanized steel sheets, and of sizes indicated on Drawings.

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:

Provide acoustical ceiling systems, complete as shown and as specified herein, including exposed tee suspension systems and acoustical lay-in boards.

Coordinate work with installation of air conditioning grilles and diffusers specified in Division 15B and with installation of lighting fixtures specified in Division 16.

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 in this Section, Drawings and Specifications are based on products by following manufacturers:

Ceiling Suspension Systems shall be by one of following, or equivalent by:

- Eastern Products Corp.
- Chicago Metallic Corp.
- Donn Products, Incorporated

Acoustical Tiles shall be Armstrong or equivalent products by:

- BPB
- Chicago Metallic Corp
- USG

Source: Products for use on this Project shall be of one Manufacturer for each function.

Shop Drawings: Indicate following:

Layout of inserts required for ceiling suspension system.

Reflected ceiling layouts for all areas to receive acoustical ceilings. Details of all connections to work of other trades.

Submit typical layout showing size and spacing of exposed grid and hangers as related to structural frame.

Samples: Submit samples of each acoustical unit, suspension system, and accessories.

Test Reports: Submit (in triplicate) copies of certificate of Flame Spread Class 25 rating under requirements of SS-S-118A, required for all acoustical units on Project.

Manufacturer's Data: Submit (in triplicate) Manufacturer's printed installation instructions for suspension system.

Warranty: Provide 15 year "humidity no-sag" manufacturer's warranty for tiles and grid system, warranted to replace tiles and damaged or defective system components at no cost to owner if tiles sag visibly within the warranty period. Warranty terms equivalent to Armstrong Humiguard Plus 15 year warranty.

PRODUCT HANDLING:

Delivery: Deliver acoustical ceiling boards to Project site in Manufacturer's original packages, with seals unbroken, with Manufacturer's name and contents legibly marked thereon and with testing laboratory labels where required.

Storage: Store ceiling tiles and boards in enclosed areas, with same temperature and humidity conditions as areas in which material is to be installed.

ENVIRONMENTAL CONDITIONS:

Building Conditions: Install acoustical materials only when normal temperature and humidity conditions approximate interior conditions that will exist when building is occupied. Building shall not be cold and damp, or hot and dry.

Glazing shall be in place and all exterior openings closed. All concrete, plastering and other wet work shall be complete and dry.

Provide heat and ventilation to maintain proper conditions before, during, and after acoustical work is performed.

PART 2: PRODUCTS

TYPES AND SYSTEMS: All acoustical materials shall be of types indicated by type numbers on Drawings, as follows:

Type 1: 24" x 24" x 5/8" Armstrong fine fissured Humiguard Plus, RH90 No. 1728 / Prelude XL Grid

Type 2: 24" x 24" x 5/8" Armstrong fine fissured tegular edge Humiguard Plus, RH90 No. 1732 / Prelude XL Grid

Type 3: 24" x 24" x 5/8" Vinyl faced gypsum panels, with white stipple finish / AL Prelude Plus Grid

Type 4: 5/8" Moisture resistant gypsum board on hat channels/cold-rolled channels framing system.

Type 5: 5/8" Firecode gypsum board on hat channels/cold-rolled channels framing system. Smoke resistant construction.

Type 6: 5/8" Gypsum board on hat channels/cold-rolled channels framing system.

HANGERS:

Wire: No. 12 gauge galvanized steel.

SUSPENSION SYSTEM:

Components: System shall consist of main support tees, cross tees, splice clips, wall angles, and hold down clips.

Design Loads: Suspension system shall be designed to support respective lay-in units and light fixtures with deflection of suspension members not to exceed 1/360 of span of member.

Exposed Grid System: Armstrong Exposed Grid System (hot dipped galvanized steel), consisting of main tees and cross tees with 15/16" exposed flange. Wall molding shall be cold-rolled galvanized steel, channel shaped, with 1" exposed face of same finish as exposed tee surfaces.

Provide all aluminum grid at AL grid locations indicated.

Provide bullnosed preformed corners for bullnosed wall corners.

Finish: Exposed surfaces of tees and of wall moldings shall be flat white, baked polyester.

PART 3: EXECUTION

INSTALLATION OF ACOUSTICAL CEILING SYSTEMS:

General Requirements:

Suspension System: Install strictly according to approved Shop Drawings layouts for spaces and manufacturer's printed instructions.

Ceiling Tile Pattern, Layout, and Type:

1. Install acoustical ceiling in patterns and types indicated on approved shop drawings and, as described in this specification.
2. Unless indicated otherwise herein or on Drawings, ceilings shall be laid out symmetrically in each space, with no less than half size panels or tiles at walls.

Installation of acoustical materials and suspension systems shall be made by experienced mechanics in strict accordance with Manufacturer's written instructions.

Fit parts neatly and accurately, true to line and plane.

Where hangers fall at structural members, install hanger clips in strict accordance with written instructions of Manufacturer of hanger clips.

Suspension system, including wall mold, shall be level to within 1/8" in 12 feet, with ceiling panels in place.

Exposed grid members shall be straight and in alignment. All exposed surfaces shall be flush and level.

General Requirements for Acoustical Ceilings:

Scribe lay-in units neatly to abutting surfaces and to penetrations or protrusions.

Exercise care to prevent soiling of ceiling tiles during installation. Leave entire system neatly and accurately fitted.

CLEANING: Following installation, clean all soiled and discolored surfaces. Remove and replace units, which are damaged or improperly installed.

EXTRA STOCK: Furnish Owner 5% of each pattern of acoustical tile installed in Project for maintenance replacements.

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.

Paint colors are to MATCH EXISTING. Reference the Division 09 2010 FINISH COLOR SCHEDULE CORINTH HOLDERS HIGH SCHOOL. Examples: Existing wall paint color is SW Creamy SW7012; existing hollow metal door frames paint color is ICI Fashion Passion A1560.

The work includes painting and finishing of 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. 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: 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 - (Misc. Iron, Ornamental Iron, Catwalks, Fire Escapes, Hydrants, Handrails, Ladders, Fences)

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-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)

C. 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)

INTERIOR PAINT SYSTEMS

A. MASONRY - (Walls & Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board)

1. Acrylic Enamel Systems

a. Semi-Gloss Finish

- i. 1st Coat: Block filler, (tinted and rolled in to fill all pits and pores completely, as required).
- ii. 2nd Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series
- iii. 3rd Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series (4 mils wet, 2 mils dry per coat)

B. PRECAST CONCRETE UNITS (Pre-Cast Concrete Benches, Caps, Decorative Items)

1. Acrylic Systems

b. Low Luster Finish

- i. 1st Coat: S-W H&C Etching Solution or muriatic acid.
- ii. 2nd Coat: S-W H&C Shield Plus Ultra Acrylic Concrete Stain
- iii. 3rd Coat: S-W H&C Shield Plus Ultra Acrylic Concrete Stain

C. WET AREAS - (All 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 CMU: S-W PrepRite Block Filler, B25W25 (tinted and rolled in to fill all pits and pores completely, as required)

- ii. 1st Coat Gyp. Bd.: S-W PrepRite Classic Latex Primer, B28W101 (4 mils wet, 1.2 mils dry)
 - iii. 2nd Coat: S-W Water Based Catalyzed Epoxy, B73-300 Series (8 mils wet, 4 mils dry)
 - iv. 3rd Coat: S-W Water Based Catalyzed Epoxy, B73-300 Series (8 mils wet, 4 mils dry)
- D. FOOD SERVICE AREA - (Food Service CMU Walls, Food Service Plastered Walls, Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board) (See Special Preparations and Special Application requirements)
 - 1. Acrylic Enamel Systems
 - c. Semi-Gloss Finish
 - i. 1st and 2nd Coat: S-W PrepRite Block Filler, B25W25 (tinted and rolled in twice to fill all pits and pores completely, as required)
 - ii. 3rd Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series
 - iii. 4th Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series (4 mils wet, 2 mils dry per coat)
- E. CONCRETE FLOORS – (Shop Floors, Equipment Platforms, Custodial Spaces, Stairwells, Equipment Rooms, Boiler Rooms), NOT FOR POLISHED CONCRETE FLOORS.
 - 1. Urethane Systems
 - a. Gloss Finish (clear or colored as selected by Architect)
 - i. 1st Coat: Pressure wash
 - ii. 2nd Coat: S-W Armorseal Rexthane I, B65-60 Series
 - iii. 3rd Coat: S-W Armorseal Rexthane I, B65-60 Series (shop floors with anti-slip additive)
- F. 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, Convectors, Ducts [Ventilating], Electrical Raceways & Conduits, Elevator Cabs, Copper, Non-Galvanized Metal)
 - 1. Acrylic Systems
 - a. 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 STRUCTURE WHERE SCHEDULED)

a. Gloss Finish (Flat Black in Auditorium, Stage)

- i. 1st Coat: S-W Kem Bond HS Metal Primer, B50Z Series (8 mils wet, 5 mils dry)
- ii. 2nd Coat: S-W Waterborne Acrylic Dry Fall, B47W65 (8 mils wet, 4 mils dry)
- iii. 3rd Coat: S-W Waterborne Acrylic Dry Fall, B47W65 (8 mils wet, 4 mils dry)

G. METAL - (Galvanized)

2. Acrylic Systems

d. 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)

H. WOOD - Walls, Ceilings, Doors, Trim, Cabinet Work, Counters, Partitions, Frames [Including Sitka Spruce, Southern Pine, Douglas Fir, Cedar, Redwood, Lauan])

1. Stained & Varnished (Clear Finish)

a. Open Grained Wood

- i. 1st Coat: S-W Interior Oil Stain, A48 Series
- ii. 2nd Coat: S-W Sher-Wood Natural Filler, D70T1
- iii. 3rd Coat: S-W Oil Base Varnish, Gloss A66V91
- iv. 4th Coat: S-W Oil Base Varnish, Gloss or Satin A66 Series

b. Closed Grain Wood

- i. 1st Coat: S-W Interior Oil Stain, A48 Series
- ii. 2nd Coat: S-W Oil Base Varnish, Gloss A66V91
- iii. 3rd Coat: S-W Oil Base Varnish, Gloss or Satin A66 Series (4 mils wet, 1.5 mils dry per coat)

I. WOOD - (Floors-Painted, Stained, Varnished, Gym Floors [New], Stage Floors, Heavy Duty Ballroom, Convention, Etc.)

1. Polyurethane Varnish System

a. Gloss Finish (Low Lustre Satin Sheen For Stage Flooring)

i. 1st Coat: S-W Oil Stain (Ebony Stain for Stage Flooring)

ii. 2nd Coat: S-W Polyurethane Varnish, A67V1/A67F1

iii. 3rd Coat: S-W Polyurethane Varnish, A67V1/A67F1 (4 mils wet, 1.5 mils dry per coat)

J. NON-TEXTURED SMOOTH DRYWALL (Walls, Ceilings, Gypsum Board, Wood Pulp Board, Plaster Board, Etc.)

3. Acrylic Enamel Systems

a. Base Coat: SHEETROCK Brand First Coat (for equalizing textures)

b. Semi-Gloss Finish (UNLESS NOTED OTHERWISE)

v. 1st Coat: S-W PrepRite Classic Latex Primer, B28W101 (4 mils wet, 1.2 mils dry)

vi. 2nd Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series

vii. 3rd Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series (4 mils wet, 2 mils dry per coat)

K. TEXTURED DRYWALL (Walls, Ceilings, Gypsum Board, Wood Pulp Board, Plaster Board, Etc.)

4. Acrylic Enamel Systems

a. Semi-Gloss Finish

i. 1st Coat: S-W PrepRite Classic Latex Primer, B28W101 (4 mils wet, 1.2 mils dry)

ii. 2nd Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series

iii. 3rd Coat: S-W Pro-Classic Waterborne Acrylic, B31W51 Series (4 mils wet, 2 mils dry per coat)

L. 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)

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 No. #

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 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. Check for compatibility 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 is incompatible, report findings to Architect.

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.

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. 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

RELATED DOCUMENTS:

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

SCOPE OF WORK:

The scope of work consists of the furnishing and installing of complete plumbing (exterior and interior) and HVAC systems including miscellaneous systems. The Mechanical Contractor (hereafter referred to as "the Contractor", either Plumbing or HVAC) shall provide all supervision, labor, materials, equipment, machinery, and any and all other items necessary to complete the systems. The Contractor shall note that all items of equipment are specified in the singular; however, the Contractor shall provide and install the number of items of equipment as indicated on the drawings and as required for complete systems.

It is the intention of the Specifications and Drawings to call for finished work, tested and ready for operation.

Any apparatus, appliance, material, or work not shown on the drawings but mentioned in the specifications, or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be furnished, delivered, and installed by the Contractor without additional expenses to the Owner. Minor details not usually shown or specified, but necessary for proper installation and operation, shall be included in the Contractor's estimate, the same as if herein specified or shown.

With submission of bid, the Contractor shall give written notice to the Architect of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules, and any necessary items or work omitted. In the absence of such written notice, it is mutually agreed that the Contractor has included the cost of all required items in his proposal, and that he will be responsible for the approved satisfactory functioning of the entire system without extra compensation.

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, SUPPLEMENTARY INSTRUCTIONS, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, SPECIAL CONDITIONS, GENERAL REQUIREMENTS bound in the front of this document are included as a part of the specifications for this work.

MECHANICAL DRAWINGS AND SPECIFICATIONS:

The mechanical drawings are diagrammatic and indicate the general arrangement of fixtures, equipment, and work included in the contract. Consult the architectural, structural and electrical drawings and details for exact location and dimensions of fixtures and equipment; where same are not definitely located, obtain this information from the Architect.

The Contractor shall follow drawings in laying out work and check drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions at all points. Where headroom or space conditions appear inadequate, the Architect shall be notified before proceeding with installation. If directed by the Architect, the Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.

The plans and these specifications are intended to describe, imply and convey the materials and equipment as well as necessary labor, required for the installation as outlined in the paragraph entitled "Scope of Work". Any omissions from either the drawings or these specifications are unintentional, and it shall be the responsibility of this Contractor to call to the attention of the Architect or Engineer any pertinent omissions before submission of a bid. The drawings which accompany these specifications are not intended to show in complete detail every fitting which may be required; however wherever reasonable implied by the nature of

the work, any such material or equipment shall be installed by this Contractor as a part of his contract price. In no case will any extra charge be allowed unless authorized in writing by the Architect or Engineer.

The Contractor shall arrange with the General Contractor for required concrete and masonry chases, openings, and sub-bases so as not to delay progress of work. Work shall be installed sufficiently in advance of other construction to conceal piping and to permit work to be built in where required.

It shall be understood and agreed by all parties that where the words "Furnish", "Install", and / or "Provide" appear, the following definitions apply:

- Furnish - to supply or give
- Install - to place, establish or fix in position
- Provide - to furnish and install as defined above

CODES, PERMITS, AND FEES:

The Contractor shall give all necessary notices, including electric and telephone utilities, obtain all permits, and pay all government taxes, fees, and other costs, including utility connections or extensions in connection with his work file all necessary plans, prepare all documents, and obtain all necessary approvals of all governmental departments having jurisdiction; obtain all required certificates of inspection for his work and deliver same to the Architect before request for acceptance and final payment for the work.

The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings (in addition to contract drawing and documents) in order to comply with all applicable laws, ordinances, rules, and regulations, whether or not shown on drawings and / or specified.

Work and materials shall conform to the latest rules of the National Board of Fire Underwriter's Code and Regulations of the State Fire Marshall, and, or guarding of any moving parts, or otherwise hazardous conditions. Nothing in these specifications shall be construed to permit work not conforming to the most stringent of applicable codes.

The State Plumbing and Mechanical codes, and the mechanical requirements as established by the State and Local Fire Marshall, and rules and regulations of the local utilities serving the project are hereby made part of this specification. Should any changes be necessary in the drawings or specifications to make the work comply with these requirements, the Contractor shall notify the Architect.

VERIFICATION OF DIMENSIONS, DETAILS, EXISTING FIELD CONDITIONS:

The Contractor shall visit the premises prior to bidding, and thoroughly familiarize himself with all details of the work, working conditions, verify dimensions in the field, provide advice of any discrepancy, and submit shop drawings of any changes he proposes to make in quadruplicate for approval before starting any work. The Contractor shall install all equipment in a manner to avoid building interference. No Change Order for extra work will be considered for items that were evident during a site visit.

The locations of existing underground utilities are shown in an approximate way only and have not been independently verified by the Owner or its representative. The Contractor shall determine the exact location of all existing utilities before commencing work and agrees to be fully responsible for any and all damages which might be occasioned by the Contractor's failure to exactly locate and preserve any and all underground utilities.

ACCEPTABLE MANUFACTURERS:

Acceptable manufacturers, as specified in the Contract Documents, implies that the specified manufacturer may produce acceptable products equal in quality of materials and performance to such item specified. The

Contractor will be required to provide products meeting or exceeding the "Standard of Quality and Performance" as dictated by the product selection noted.

SHOP DRAWINGS AND EQUIPMENT SUBMITTALS:

The Contractor shall submit minimum of five (5) and maximum of seven (7) copies of the shop drawings to the Architect for approval within thirty (30) days after the award of the general contract. If such a schedule cannot be met, the Contractor may request in writing for an extension of time to the Architect. If the Contractor does not submit shop drawings in the prescribed time, the Architect has the right to select the equipment.

Shop drawings shall be submitted on all major pieces of mechanical equipment. Each item of equipment proposed shall be a standard catalog product of an established manufacturer. Certain major groups of equipment shall be provided from a singular manufacturer. The shop drawing shall give complete information on the proposed equipment. Each item of the shop drawings shall be properly labeled, indicating the intended service of the material, the job name, and the MC's name.

The shop drawings shall be neatly bound in five (5) sets and submitted to the Architect with a letter of transmittal. The letter of transmittal shall list each item submitted along with the manufacturer's name.

Approval rendered on shop drawings shall not be considered as a guarantee of measurements or building conditions. Where drawings are approved, said approval does not mean that drawings have been checked in detail; said approval does not in any way relieve the Contractor from his responsibility or necessity of furnishing material or performing work as required by the contract drawings and specifications.

AS-BUILT DRAWINGS:

The Contractor shall maintain accurate records of all deviations in work as actually installed from work indicated on the drawings. On completion of the project, two (2) complete sets of marked-up prints shall be delivered to the Architect.

MAINTENANCE AND OPERATING MANUALS:

Upon completion, the MC shall turn over to the Architect three (3) sets of complete maintenance manuals and parts list for all mechanical equipment used on the job. Manuals shall include equipment data, manufacturer's recommended maintenance, parts list, assembly drawings, warranties, and name, address, and phone numbers of suppliers of equipment. Indicate project name on cover and binder side.

COORDINATION WITH OTHER TRADES:

Coordinate all work required under this section with work of other sections of the specifications to avoid interference. Bidders are cautioned to check their equipment against space available as indicated on drawings and shall make sure that proposed equipment can be accommodated. If interferences occur, Contractor shall bring them to attention in writing, prior to signing of contract; or, Contractor shall at his own expense provide proper materials, equipment, and labor to correct any damage due to defects in his work caused by such interference.

INSPECTION AND CERTIFICATES:

On the completion of the entire installation, the approval of the Architect and Owner shall be secured, covering the installation throughout. The Contractor shall obtain and pay for Certificate of Approval from the public authorities having jurisdiction. A final inspection certificate shall be submitted to the Architect prior to final payment. Any and all costs incurred for fees shall be paid by the Contractor.

EQUIVALENTS:

When material or equipment is mentioned by name, it shall form the basis of the Contract. When approved by the Architect in writing, other material and equipment may be used in place of those specified, but written application for such substitutions shall be made to the Architect as described in the Bidding Documents. The difference in cost of substitute material or equipment shall be given when making such request. Approval of substitute is, of course, contingent on same meeting specified requirements and being of such design and dimensions as to comply with space requirements.

WORKMANSHIP AND MATERIALS:

All workmanship shall be of the best quality, and all equipment and materials incorporated in the work under this Contract shall be new and equal to or better than the grade specified. Deviations in workmanship or materials will be corrected by the Contractor at his expense.

WARRANTY:

The Contractor shall submit upon completion of the work, a warranty by his acceptance of the contract, that all work installed will be free from defects in workmanship and materials. If, during the period of one year, or as otherwise specified from date of Certificate of Completion and acceptance of work, any such defects in workmanship, materials, or performance appear, the Contractor shall, without cost to the Owner, remedy such defects within reasonable time to be specified in notice from the Architect. In default, the Owner may have such work done and charge cost to Contractor.

CUTTING AND PATCHING:

The Mechanical Contractor (both Plumbing and HVAC) shall furnish sketches to the General Contractor showing the locations and sizes of all openings and chases, and furnish and locate all sleeves and inserts required for the installation of the mechanical work before the walls, floors, and roof are built. The Mechanical Contractor shall reimburse the General Contractor for the cost of cutting and patching, and shall be responsible for the cost of cutting and / or patching where any mechanical items were not installed or where incorrectly sized or located. The Contractor shall do all drilling required for the installation of his hangers. See also Section 01050, Cutting and Patching.

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

1.1 DESCRIPTION

- A. Basic methods and requirements for Division 15, MECHANICAL, applies to all sections of Division 15.
- B. Definitions:
 - 1. Exposed: Piping, ductwork, and equipment exposed to view in finished rooms.
 - 2. Option or optional: Contractor's choice of an alternate material or method.

1.2 RELATED WORK

- H. Section 15250, INSULATION.
- K. Section 15980, TESTING, ADJUSTING, AND BALANCING.
- L. Section 16400, SERVICE AND DISTRIBUTION.

1.3 QUALITY ASSURANCE

- A. Section 15980, TESTING, ADJUSTING, AND BALANCING.
- B. Equipment Vibration Tolerance:
 - 1. The allowable vibration tolerance shall be in accordance with 1999 ASHRAE Applications Handbook, Table 1, 46.3. Equipment specifications require factory balancing of equipment to this tolerance.
 - 2. After air balance work is completed and permanent drive sheaves are in place, perform field mechanical balancing and adjustments required to meet the specified vibration tolerance.
- C. Products Criteria:
 - 1. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 3 years. See other specification sections for any exceptions.
 - 2. Equipment Service: Products shall be supported by a service organization which maintains a complete inventory of repair parts and is located reasonably close to the site.
 - 3. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
 - 4. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.
 - 5. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
 - 6. Asbestos products or equipment or materials containing asbestos shall not be used.
- D. Manufacturer's Recommendations: Where installation procedures or any part thereof are required to be in accordance with the recommendations of the manufacturer of the material being installed, printed copies of these recommendations shall be furnished to the Resident Engineer prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

E. Warranty: Section 01001, GENERAL CONDITIONS.

1.4 SUBMITTALS

- A. Submit in accordance with General Provisions.
- B. Manufacturer's Literature and Data: Submit under the pertinent section rather than under this section.
 - 1. Submit belt drive with the driven equipment.
 - 2. Submit electric motor data and variable speed drive data with the driven equipment.
 - 3. Equipment and materials identification.
 - 4. Fire-stopping materials.
 - 5. Hangers, inserts, supports and bracing. Provide load calculations for variable spring and constant support hangers.
 - 6. Wall, floor, and ceiling plates.
- C. Coordination Drawings; provide where required in accordance with Section 01001, GENERAL CONDITIONS, Article, SUBCONTRACTS AND WORK COORDINATION. Provide:
 - 1. Mechanical equipment rooms.
 - 2. Interstitial space.
 - 3. Hangers, inserts, supports, and bracing.
 - 4. Pipe sleeves.
 - 5. Duct or equipment penetrations of floors, walls, ceilings, or roofs.
- D. Maintenance Data and Operating Instructions:
 - 1. Maintenance and operating manuals in accordance with Section 01010, GENERAL REQUIREMENTS, Article, INSTRUCTIONS, for systems and equipment.
 - 2. Provide a listing of recommended replacement parts for keeping in stock supply, including sources of supply, for equipment. Include in the listing belts for equipment: Belt manufacturer, model number, size and style, and distinguished whether of multiple belt sets.
- E. Provide copies of approved HVAC equipment submittals to the Testing, Adjusting and Balancing Subcontractor.

1.5 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Federal Specifications (Fed. Spec.):
 - FF-S-325 Shield, Expansion; Nail, Expansion; and Nail, Drive Screw
(Devices, Anchoring, Masonry)
- C. Air Conditioning and Refrigeration Institute (ARI):
 - 430-89 Central Station Air-Handling Units
- D. American National Standard Institute (ANSI):
 - B31.1-98 Power Piping
- E. Rubber Manufacturers Association (ANSI/RMA):
 - IP-20-88 Drives Using Classical V-Belts and Sheaves - Cross Sections A,
B, C, D, and E
 - IP-21-91 Drives Using Double-V (Hexagonal) Belts (AA, BB, XX, DD Cross
Sections)
 - IP-22-91 Drives Using Narrow Multiple V-Belts (3V, 5V, and 8V Cross
Sections)
- F. Air Movement and Control Association (AMCA):
 - 410-96 Recommended Safety Practices for Air Moving Devices
- G. American Society of Mechanical Engineers (ASME):
 - Boiler and Pressure Vessel Code (BPVC):

- SEC IX-98Qualifications Standard for Welding and Brazing Procedures,
Welders, Brazers, and Welding and Brazing Operators
- H. American Society for Testing and Materials (ASTM):
 - A36/A36M-97Carbon Structural Steel
 - A575-96.....Steel Bars, Carbon, Merchant Quality, M-Grades
 - E84-98Surface Burning Characteristics of Building Materials
 - E119-98.....Fire Tests of Building Construction and Materials
- I. Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc:
 - SP-58-93Pipe Hangers and Supports-Materials, Design and Manufacture
 - SP-69-96Pipe Hangers and Supports-Selection and Application
- J. National Association of Plumbing - Heating - Cooling Contractors (NAPHCC):
 - 1996National Standard Plumbing Code
- K. National Fire Protection Association (NFPA):
 - 90A-96.....Installation of Air Conditioning and Ventilating Systems
 - 101-97Life Safety Code

PART 2 - PRODUCTS

2.1 BELT DRIVES

- A. Type: ANSI/RMA standard V-belts with proper motor pulley and driven sheave. Belts shall be constructed of reinforced cord and rubber.
- B. Dimensions, rating and selection standards: ANSI/RMA IP-20 and IP-21.
- C. Minimum Horsepower Rating: Motor horsepower plus recommended ANSI/RMA service factor (not less than 20 percent) in addition to the ANSI/RMA allowances for pitch diameter, center distance, and arc of contact.
- D. Maximum Speed: 5000 feet per minute.
- E. Adjustment Provisions: For alignment and ANSI/RMA standard allowances for installation and take-up.
- F. Drives may utilize a single V-Belt (any cross section) when it is the manufacturer's standard.
- F. Multiple Belts: Matched to ANSI/RMA specified limits by measurement on a belt measuring fixture. Seal matched sets together to prevent mixing or partial loss of sets. Replacement, when necessary, shall be an entire set of new matched belts.
- H. Sheaves and Pulleys:
 - 1. Material: Pressed steel, or close grained cast iron.
 - 2. Bore: Fixed or bushing type for securing to shaft with keys.
 - 3. Balanced: Statically and dynamically.
 - 4. Groove spacing for driving and driven pulleys shall be the same.
- I. Drive Types, Based on ARI 435:
 - 1. Provide adjustable-pitch or fixed-pitch drive as follows:
 - a. Fan speeds up to 1800 RPM: 7.5 horsepower (10 kW) and smaller.
 - b. Fan speeds over 1800 RPM: 2.2 horsepower (3 kW) and smaller.
 - 2. Provide fixed-pitch drives for drives larger than those listed above.
 - 3. The final fan speeds required to just meet the system CFM and pressure requirements, without throttling, shall be determined by adjustment of a temporary adjustable-pitch motor sheave or by fan law calculation if a fixed-pitch drive is used initially.

2.2 DRIVE GUARDS

- A. For machinery and equipment, provide guards as shown in AMCA 410 for belts, chains, couplings, pulleys, sheaves, shafts, gears and other moving parts regardless of height above the floor. Drive

guards may be excluded where motors and drives are inside factory fabricated air handling unit casings.

- B. Materials: Sheet steel, cast iron, expanded metal or wire mesh rigidly secured so as to be removable without disassembling pipe, duct, or electrical connections to equipment.
- C. Access for Speed Measurement: 1" diameter hole at each shaft center.

2.3 ELECTRIC MOTORS

- A. Section 15170, MOTORS, specifies the applicable requirements for electric motors. Provide special energy efficient motors as scheduled. Unless otherwise specified for a particular application use electric motors with the following requirements.
- B. Single-phase Motors: Capacitor-start type for hard starting applications. Motors for centrifugal fans and pumps may be split phase or permanent split capacitor (PSC).
- C. Poly-phase Motors: NEMA Design B, Squirrel cage, induction type. Each two-speed motor shall have two separate windings. Provide a time-delay (20 seconds minimum) relay for switching from high to low speed.
- D. Rating: Continuous duty at 100 percent capacity in an ambient temperature of 104 degrees F; minimum horsepower as shown on drawings; maximum horsepower in normal operation not to exceed nameplate rating without service factor.
- E. Insulation Resistance: Not less than one-half meg-ohm between stator conductors and frame, to be determined at the time of final inspection.

2.4 VARIABLE SPEED MOTOR CONTROLLERS

- A. Removed

2.5 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Use symbols, nomenclature and equipment numbers specified, shown on the drawings and shown in the maintenance manuals.
- B. Interior (Indoor) Equipment: Engraved nameplates, with letters not less than 3/16" high of brass with black-filled letters, or rigid black plastic with white letters permanently fastened to the equipment. Identify unit components such as coils, filters, fans, etc.
- C. Exterior (Outdoor) Equipment: Brass nameplates, with engraved black filled letters, not less than 3/16" high riveted or bolted to the equipment.
- D. Control Items: Label all temperature and humidity sensors, controllers and control dampers. Identify and label each item as they appear on the control diagrams.

2.6 FIRESTOPPING

See Sheet FP – 001. FIRESTOPPING specifies an effective barrier against the spread of fire, smoke and gases where penetrations occur for piping and ductwork. Refer also to Section 15250, INSULATION, for firestop pipe and duct insulation.

2.7 GALVANIZED REPAIR COMPOUND

Mil. Spec. DOD-P-21035B, paint form.

2.8 PIPE AND EQUIPMENT SUPPORTS AND RESTRAINTS

- A. Vibration Isolators: see drawing details.

- B. Supports For Roof Mounted Items:
 - 1. Equipment: Equipment rails shall be galvanized steel, 8 gauge, with integral baseplate, continuous welded corner seams, factory installed 2 by 4 treated wood nailer, 18 gauge galvanized steel counter flashing cap with screws, built-in cant strip, (except for gypsum or tectum deck), minimum height 11 inches. For surface insulated roof deck, provide raised cant strip to start at the upper surface of the insulation.
 - 2. Pipe/duct pedestals: Provide a galvanized unistrut channel welded to U-shaped mounting brackets which are secured to side of rail with galvanized lag bolts.
- D. For Attachment to Concrete Construction:
 - 1. Concrete insert: Type 18, MSS SP-58.
 - 2. Self-drilling expansion shields and machine bolt expansion anchors: Fed. Spec. FF-S-325, permitted in concrete not less than four inches thick. Applied load shall not exceed one-fourth the proof test load listed in Fed. Spec. FF-S-325.
 - 3. Power-driven fasteners: Permitted in existing concrete or masonry not less than four inches thick when approved by the Resident Engineer for each job condition. Applied load shall not exceed one-fourth the proof test load listed in Fed. Spec. FF-S-325.
- F. For Attachment to Steel Construction: MSS SP-58.
 - 1. Welded attachment: Type 22.
 - 2. Beam clamps: Types 20, 21, 28 or 29. Type 23 C-clamp may be used for individual copper tubing up to 7/8-inch outside diameter.
- F. Attachment to Metal Pan or Deck: As required for materials specified in Division 5.
- G. For Attachment to Wood Construction: Wood screws or lag bolts.
- H. Hanger Rods: See Section 15060.
- J. Multiple (Trapeze) Hangers: Galvanized, cold formed, lipped steel channel horizontal member, not less than 1-5/8 inches by 1-5/8 inches, No. 12 gauge, designed to accept special spring held, hardened steel nuts. Not permitted for steam supply and condensate piping.
 - 1. Allowable hanger load: Manufacturers rating less 91kg (200 pounds).
 - 2. Guide individual pipes on the horizontal member of every other trapeze hanger with 6 mm (1/4-inch) U-bolt fabricated from steel rod. Provide Type 40 insulation shield, secured by two 13mm (1/2-inch) galvanized steel bands, or preinsulated calcium silicate shield for insulated piping at each hanger.
- K. Pipe Hangers and Supports:
 - 1. Convertor and Expansion Tank Hangers: May be Type 1 sized for the shell diameter. Insulation where required will cover the hangers.
 - 2. Plumbing Piping (Other Than General Types):
 - a. Horizontal piping: Type 1, 5, 7, 9, and 10.
 - b. Chrome plated piping: Chrome plated supports.
 - c. Hangers and supports in pipe chase: Prefabricated system ABS self-extinguishing material, not subject to electrolytic action, to hold piping, prevent vibration and compensate for all static and operational conditions.
 - d. Blocking, stays and bracing: Angle iron or preformed metal channel shapes, 1.3 mm (18 gage) minimum.
- L. Pre-insulated Calcium Silicate Shields:
 - 1. Provide 360 degree water resistant high density 965 kPa (140 psi) compressive strength calcium silicate shields encased in galvanized metal.
 - 2. Pre-insulated calcium silicate shields to be installed at the point of support during erection.
 - 3. Shield thickness shall match the pipe insulation.
 - 4. The type of shield is selected by the temperature of the pipe, the load it must carry, and the type of support it will be used with.

- a. Shields for supporting chilled or cold water shall have insulation that extends a minimum of 1 inch past the sheet metal. Provide for an adequate vapor barrier in chilled lines.
 - b. The pre-insulated calcium silicate shield shall support the maximum allowable water filled span as indicated in MSS-SP 69. To support the load, the shields may have one or more of the following features: structural inserts 4138 kPa (600 psi) compressive strength, an extra bottom metal shield, or formed structural steel (ASTM A36) wear plates welded to the bottom sheet metal jacket.
 5. Shields may be used on steel clevis hanger type supports, roller supports or flat surfaces.
- M. Seismic Restraint of Piping:
1. Design criteria is as follows:
 - a. Piping resiliently supported: 120 percent of the weight of the systems and components and contents.
 - b. Piping not resiliently supported: 60 percent of the weight of the system components and contents.
 - c. Except as noted above, meet the more severe requirements of the Local Code and the latest Uniform Building Code for determining seismic force F_p .
 2. Provide one of the following options:
 - a. Design and installation to meet the criteria listed above, and meet requirements of the latest Sheet Metal and Air Conditioning Contractors National Association (SMACNA), Seismic Restraint Manual Guidelines for Mechanical Systems for the prescribed Seismic Hazard Level
 - b. Design and installation to meet the criteria listed above, and meet the most current requirements of the National Uniform Seismic Installation Guidelines (NUSIG). Contractor shall submit all design tables and information for the design force levels, stamped and signed by a professional engineer registered in the State where project is located.
 - c. Where SMACNA or NUSIG requirements are not met completely, submit proposed alternate details and calculations to completely address seismic bracing requirements. Such designs shall use more severe of the Local Code and the Uniform Building Code requirements for determining seismic forces, and be performed, stamped and signed by a professional engineer registered in the State where project is located. Revise if necessary any details shown on the contract drawings for vertical support and lateral bracing, and submit for the approval of the Owner to meet the design criteria listed above.

2.9 PIPE PENETRATIONS

- A. Install sleeves during construction for other than blocked out floor openings for risers in chases.
- B. To prevent accidental liquid spills from passing to a lower level, provide the following:
 1. For sleeves: Extend sleeve 25 mm (one inch) above finished floor and provide sealant for watertight joint.
 2. For blocked out floor openings: Provide 40 mm (1-1/2 inch) angle set in silicone adhesive around opening.
 3. For drilled penetrations: Provide 40 mm (1-1/2 inch) angle ring or square set in silicone adhesive around penetration.
- C. Penetrations are not allowed through beams or ribs, but may be installed in concrete beam flanges. Any deviation from this requirements must receive prior approval of Resident Engineer.
- D. Sheet Metal, Plastic, or Moisture-resistant Fiber Sleeves: Provide for pipe passing through floors, interior walls, and partitions, unless brass or steel pipe sleeves are specifically called for below.
- E. Cast Iron or Zinc Coated Pipe Sleeves: Provide for pipe passing through exterior walls below grade. Make space between sleeve and pipe watertight with a modular or link rubber seal. Seal shall be applied at both ends of sleeve.
- F. Galvanized Steel or an alternate Black Iron Pipe with asphalt coating Sleeves: Provide for pipe passing through concrete beam flanges, except where brass pipe sleeves are called for. Provide sleeve for pipe passing through floor of mechanical rooms and similar. Except in mechanical rooms, connect sleeve with floor plate.
- G. Brass Pipe Sleeves: Provide for pipe passing through quarry tile, terrazzo or ceramic tile floors. Connect sleeve with floor plate.
- H. Sleeves are not required for wall hydrants for fire department connections or in drywall construction.

- I. Sleeve Clearance: Sleeve through floors, walls, partitions, and beam flanges shall be one inch greater in diameter than external diameter of pipe. Sleeve for pipe with insulation shall be large enough to accommodate the insulation. Interior openings shall be caulked tight with fire stopping material and sealant to prevent the spread of fire, smoke, and gases.
- J. Sealant and Adhesives: Shall be as specified in Section 07920, SEALANTS AND CAULKING.

2.10 TOOLS AND LUBRICANTS

- A. Furnish, and turn over to the Owner special tools not readily available commercially, that are required for disassembly or adjustment of equipment and machinery furnished.
- B. Grease Guns with Attachments for Applicable Fittings: One for each type of grease required for each motor or other equipment.
- C. Tool Containers: Hardwood or metal, permanently identified for intended service and mounted, or located, where directed by the Owner.
- D. Lubricants: A minimum of 0.95 L (one quart) of oil, and 0.45 kg (one pound) of grease, of equipment manufacturer's recommended grade and type, in unopened containers and properly identified as to use for each different application.

2.11 WALL, FLOOR AND CEILING PLATES

- A. Material and Type: Chrome plated brass or chrome plated steel, one piece or split type with concealed hinge, with set screw for fastening to pipe, or sleeve. Use plates that fit tight around pipes, cover openings around pipes and cover the entire pipe sleeve projection.
- B. Thickness: Not less than 2.4 mm (3/32-inch) for floor plates. For wall and ceiling plates, not less than 0.64 mm (0.025-inch) for up to 80 mm (3-inch pipe), 0.89 mm (0.035-inch) for larger pipe.
- C. Locations: Use where pipe penetrates floors, walls and ceilings in exposed locations, in finished areas only. Use also where insulation ends on exposed water supply pipe drop from overhead. Provide a watertight joint in spaces where brass or steel pipe sleeves are specified.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Coordinate location of piping, sleeves, inserts, hangers, ductwork and equipment. Locate piping, sleeves, inserts, hangers, ductwork and equipment clear of windows, doors, openings, light outlets, and other services and utilities. Follow manufacturer's published recommendations for installation methods not otherwise specified.
- B. Protection and Cleaning:
 - 1. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations and as approved by the Owner. Damaged or defective items in the opinion of the Owner, shall be replaced.
 - 2. Protect all finished parts of equipment, such as shafts and bearings where accessible, from rust prior to operation by means of protective grease coating and wrapping. Close pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water chemical, or mechanical injury. At completion of all work thoroughly clean fixtures, exposed materials and equipment.
- C. Concrete and Grout: Use concrete and shrink compensating grout 25 MPa (3000 psi) minimum, specified in Section 03300, CAST-IN-PLACE CONCRETE.
- D. Install gages, thermometers, valves and other devices with due regard for ease in reading or operating and maintaining said devices. Locate and position thermometers and gages to be easily read by operator or staff standing on floor or walkway provided. Servicing shall not require dismantling adjacent equipment or pipe work.
- E. Install steam piping expansion joints as per manufacturer's recommendations.
- F. Work in Existing Building:
 - 1. Perform as specified in Article, OPERATIONS AND STORAGE AREAS, Article, ALTERATIONS, and Article, RESTORATION of the Section 01010, GENERAL REQUIREMENTS for relocation of existing equipment, alterations and restoration of existing building(s).

2. As specified in Section 01010, GENERAL REQUIREMENTS, Article, OPERATIONS AND STORAGE AREAS, make alterations to existing service piping at times that will least interfere with normal operation of the facility.
 3. Cut required openings through existing masonry and reinforced concrete using diamond core drills. Use of pneumatic hammer type drills, impact type electric drills, and hand or manual hammer type drills, will be permitted only with approval of the Owner. Locate openings that will least effect structural slabs, columns, ribs or beams. Refer to the Owner for determination of proper design for openings through structural sections and opening layouts approval, prior to cutting or drilling into structure. After Owner's approval, carefully cut opening through construction no larger than absolutely necessary for the required installation.
- G. Exterior: Seal all pipe and duct penetrations with silicone sealant to prevent entrance of insects.
- H. Switchgear Drip Protection: Every effort shall be made to eliminate the installation of pipe above electrical and telephone switchgear. If this is not possible, encase pipe in a second pipe with a minimum of joints.
- I. Inaccessible Equipment:
1. Where the Engineer / Owner determines that the Contractor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled or remedial action performed as directed at no additional cost to the Owner.
 2. The term "conveniently accessible" is defined as capable of being reached without the use of ladders, or without climbing or crawling under or over obstacles such as motors, fans, pumps, belt guards, transformers, high voltage lines, piping, and ductwork.

3.2 PIPE AND EQUIPMENT SUPPORTS

- A. Where hanger spacing does not correspond with joist or rib spacing, use structural steel channels secured directly to joist and rib structure that will correspond to the required hanger spacing, and then suspend the equipment and piping from the channels. Drill or burn holes in structural steel only with the prior approval of the Owner.
- B. Use of chain, wire or strap hangers; wood for blocking, stays and bracing; or, hangers suspended from piping above will not be permitted. Replace or thoroughly clean rusty products and paint with zinc primer.
- C. Use hanger rods that are straight and vertical. Turnbuckles for vertical adjustments may be omitted where limited space prevents use. Provide a minimum of 15 mm (1/2-inch) clearance between pipe or piping covering and adjacent work.
- D. HVAC Horizontal Pipe Support Spacing: Refer to MSS SP-69. Provide additional supports at valves, strainers, in-line pumps and other heavy components. Provide a support within one foot of each elbow.
- E. HVAC Vertical Pipe Supports:
1. Up to 150 mm (6-inch pipe), 9 m (30 feet) long, bolt riser clamps to the pipe below couplings, or welded to the pipe and rests supports securely on the building structure.
 2. Vertical pipe larger than the foregoing, support on base elbows or tees, or substantial pipe legs extending to the building structure.
- F. Plumbing horizontal and vertical pipe supports, refer to the State Plumbing Code.

3.3 MOTOR AND DRIVE ALIGNMENT

- A. Belt Drive: Set driving and driven shafts parallel and align so that the corresponding grooves are in the same plane.
- B. Direct-connect Drive: Securely mount motor in accurate alignment so that shafts are free from both angular and parallel misalignment when both motor and driven machine are operating at normal temperatures.

3.4 LUBRICATION

Field check and lubricate equipment requiring lubrication prior to initial operation.

3.5 STARTUP AND TEMPORARY OPERATION

Start up equipment as described in equipment specifications. Verify that vibration is within specified tolerance prior to extended operation. Temporary use of equipment is specified in Section 01010, GENERAL REQUIREMENTS, Article, TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT.

3.6 OPERATING AND PERFORMANCE TESTS

- A. Prior to the final inspection, perform required tests as specified in Section 01010, GENERAL REQUIREMENTS, Article, TESTS and submit the test reports and records to the Owner.
- B. Should evidence of malfunction in any tested system, or piece of equipment or component part thereof, occur during or as a result of tests, make proper corrections, repairs or replacements, and repeat tests at no additional cost to the Owner.
- C. When completion of certain work or system occurs at a time when final control settings and adjustments cannot be properly made to make performance tests, then make performance tests for heating systems and for cooling systems respectively during first actual seasonal use of respective systems following completion of work.

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.

CONDENSATE PIPING:

Condensate piping shall be 1-1/4" diameter minimum PVC pipe and fittings installed in strict accordance with the Plastic Pipe Institute guidelines unless noted otherwise on the drawings. Provide copper or cast-iron piping above corridor ceilings below utility platforms or in similar fire-rated assemblies. Slope pipe a minimum of 1/4" per foot and support with clevis-type hangers at 5'-0" o.c.

INSULATION:

Insulate pipe with 3/8" wall white Polymer foam insulation by IMCOA or 1/2" thick closed cell rubber pipe insulation, Armstrong AP Armaflex or equal by Rubatex, prior to making joints. Fabricate mitered covers over elbow fittings. Insulation sections shall be jointed using Armstrong 520 Adhesive. Follow all manufacturers' installation instructions in strict accordance. Splitting insulation or the use of duct tape to join insulation sections will not be permitted on this project.

PIPE SUPPORT:

Provide clevis-type hangers on 5'-0" centers and within 12" of elbows.

TESTING:

Fill fan coil and air handler condensate pans from utility sinks and allow to flow into storm sewer prior to ceiling installation and pipe insulation. Repair all observed leaks as required.

PIPE IDENTIFICATION:

Furnish and install permanent color-code plastic sheet pipe markers with directional arrows. See also section 15740-4.

END OF SECTION

GENERAL:

Electrical Contractor shall provide rough-in, junction box, or wiring trough as indicated. All external disconnect switches, motor starters, and any fuses required for equipment furnished under Division 15 shall be provided by the Mechanical contractor and shall be installed by the Electrical Contractor. Coordinate all equipment locations with all other contractors prior to installation of equipment. Consult all Contract drawings which may affect location of equipment or apparatus and make any minor adjustments as required. Electrical Contractor is responsible for all line side and load side wiring for all equipment requiring electrical power. Line side wiring is defined as the wiring from the distribution panel circuit to the point of disconnect (internal or external) for the equipment, whether provided by the contractor or factory installed by the equipment manufacturer. Load side wiring is defined as the wiring from the point of disconnect to all equipment requiring electrical power. All final electrical terminations to the piece of equipment shall be done by the Mechanical contractor.

All control switches for remote equipment shall be provided with on/off indicator lights at the switch.

Ensure that all rotating equipment has a power disconnect available within sight of the equipment, regardless of whether required by the NEC. Coordinate exact locations with Electrical Contractor prior to rough-ins.

The HVAC Contractor shall also provide all control wiring, conduit, equipment interlocks, low voltage device or motor power connections, and similar in accordance with this section or Division 16 of these specifications. Provide all necessary cabinets, panels, junction boxes, interconnecting signal cabling & associated hardware, transformers, relays, engineering support, etc. for a complete and operational system that executes the specified control sequence of operation.

MOTOR STARTERS, CONTROLLERS AND CONTACTORS:

Motor controllers and contactors shall be as indicated or specified and shall be furnished under each Section of this Division requiring such controllers unless otherwise indicated to be provided in a Motor Control Center under Division 16. Motor Starters, Controllers, and Contactors shall be furnished by the HVAC Contractor and installed by Electrical Contractor.

Motor controllers shall, unless otherwise specifically noted, be combination magnetic type, with thermal overload relays and heaters in each phase conductor, with operating coils for 120 volts as noted on the drawings or as required. Maximum trip rating of starters for hermetic motors shall be at least 105% of the nameplate full load current of the motor.

Starters shall be provided with build-in selector switches (H-O-A) or pushbutton stations where required. Combination starters shall be provided with sufficient auxiliary contacts or control relays for control sequence as specified, indicated or as required, and with sufficient auxiliary contacts on its circuit breaker or with control relays so that opening the circuit breaker ahead of the starter unit opens all hot control lines within the starters. All starters furnished under this Section shall be mounted in individual NEMA I enclosures, unless otherwise specified or indicated on drawings. Special requirements are specified in the separate Sections of this Division or indicated on the drawings.

Equipment shall be manufactured by Square D to match equipment furnished under Division 16

ROOM-INSTRUMENT MOUNTING:

Room instruments shall be mounted so that their switching devices are 54" maximum above the finished floor unless a clear space of 30" wide by 48" long for wheelchair access is not available, mount at 48" AFF to comply with the American Disability Act (ADA).

CONTROL WIRING:

Run control wiring in metallic raceway in masonry walls, boiler room and exposed conditions. All other signal cables shall be run on utility platform on wire management bridle hooks provided by this contract. Do not run inside raceway with power conductors. Use copper wire or control cable, #18 minimum (except that digital signaling can be NEC class 2). The contractor shall connect to junction box(s) or other termination points provided by the Electrical Contractor for control power. See Electrical Section of these specifications for materials and installation requirements. All wiring shall be color and number coded.

RELAYS:

Indexing relays shall be 24 VAC coils "relay in a box" with pilot light & off/on switch, IDEC or equal. All line side relay wiring shall be 12 AWG and in metallic raceway. Relays shall be installed in NEMA 1 enclosures.

CONTROL CABINETS:

Control cabinets shall be provided for mounting of control devices in utility platform and/or boiler room. Cabinet shall be UL listed lockable, code gauge gray painted steel, with knockouts, and hinged door. Enclosure shall be equal to Austin Co. CT series

Provide boiler room cabinet enclosure with swing-down table shelf for use with laptop computer.

CORRDINATION OF ELECTRICAL POWER REQUIREMENTS:

Mechanical contractor shall coordinate voltage and amperage requirements for all HVAC equipment with the Electrical Contractor prior to ordering equipment submittals. Make adjustments to equipment voltage or phase requirements as necessary to match electrical power being provided. Make engineer/architect aware of any conflicts or issues.

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.

SCOPE OF WORK:

The scope of work consists of the furnishing and installing of complete electrical systems including miscellaneous systems. The Electrical Contractor (hereafter referred to as "the Contractor", or Electrical Contractor) shall provide all supervision, labor, materials, equipment, machinery, and any and all other items necessary to complete the systems. The Contractor shall note that all items of equipment are specified in the singular; however, the Contractor shall provide and install the number of items of equipment as indicated on the drawings and as required for complete systems.

It is the intention of the Specifications and Drawings to call for finished work, tested and ready for operation.

Any apparatus, appliance, material, or work not shown on the drawings but mentioned in the specifications, or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be furnished, delivered, and installed by the Contractor without additional expenses to the Owner.

Minor details not usually shown or specified, but necessary for proper installation and operation, shall be included in the Contractor's estimate, the same as if herein specified or shown.

With submission of bid, the Contractor shall give written notice to the Architect of any materials or apparatus believed inadequate or unsuitable, in violation of laws, ordinances, rules, and any necessary items or work omitted. In the absence of such written notice, it is mutually agreed that the Contractor has included the cost of all required items in his proposal, and that he will be responsible for the approved satisfactory functioning of the entire system without extra compensation.

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, SUPPLEMENTARY INSTRUCTIONS, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, SPECIAL CONDITIONS, GENERAL REQUIREMENTS bound in the front of this document are included as a part of the specifications for this work.

ELECTRICAL DRAWINGS AND SPECIFICATIONS:

The electrical drawings are diagrammatic and indicate the general arrangement of fixtures, equipment, and work included in the contract. Consult the architectural, structural, plumbing, fire alarm, integrated communications, and mechanical drawings and details for exact locations and dimensions of fixtures and equipment; where same are not definitely located, obtain this information from the Architect.

The Contractor shall follow drawings in laying out work and check drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions at all points. Where headroom or space conditions appear inadequate, the Architect shall be notified before proceeding with installation. If directed by the Architect, the Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.

The plans and these specifications are intended to describe, imply and convey the materials and equipment as well as necessary labor, required for the installation as outlined in the paragraph entitled "Scope of Work". Any omissions from either the drawings or these specifications are unintentional, and it shall be the responsibility of this Contractor to call to the attention of the Architect or Engineer any pertinent omissions before submission of a bid. The drawings which accompany these specifications are not intended to show in complete detail every fitting which may be required; however wherever reasonable implied by the nature

of the work, any such material or equipment shall be installed by this Contractor as a part of his contract price. In no case will any extra charge be allowed unless authorized in writing by the Architect or Engineer.

The Contractor shall arrange with the General Contractor for required concrete and masonry chases, openings, and sub-bases so as not to delay progress of work. Work shall be installed sufficiently in advance of other construction to conceal piping and to permit work to be built in where required.

It shall be understood and agreed by all parties that where the words "Furnish", "Install", and / or "Provide" appear, the following definitions apply:

Furnish - to supply or give.

Install - to place, establish or fix in position.

Provide - to furnish and install as defined above.

CODES, PERMITS, AND FEES:

The Contractor shall give all necessary notices, including electric and telephone utilities, obtain all permits, and pay all government taxes, fees, and other costs, including utility connections or extensions in connection with his work file all necessary plans, prepare all documents, and obtain all necessary approvals of all governmental departments having jurisdiction at each phase of construction as required; obtain all required certificates of inspection for his work and deliver same to the Architect before request for acceptance and final payment for the work.

The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, drawings (in addition to contract drawing and documents) in order to comply with all applicable laws, ordinances, rules, and regulations, whether or not shown on drawings and / or specified.

All work and materials under this section shall be in strict compliance with more stringent requirements of the North Carolina State Building Code, including the National Electrical Code, NFPA 101-Life Safety Code, Regulations of the State Fire Marshall, UL Directory of Electrical Construction Materials, and requirements of the local utility company.

VERIFICATION OF DIMENSIONS, DETAILS, EXISTING FIELD CONDITIONS:

The Contractor shall visit the premises prior to bidding, and thoroughly familiarize himself with all details of the work, working conditions, verify dimensions in the field, provide advice of any discrepancy, and submit shop drawings of any changes he proposes to make in quadruplicate for approval before starting any work. The Contractor shall install all equipment in a manner to avoid building interference.

COORDINATION WITH EQUIPMENT PROVIDED BY OTHERS:

Electrical contractor shall coordinate voltage, phase and amperage requirements for all Plumbing, HVAC, and Kitchen equipment with the sub-contractor providing the equipment prior to ordering electrical gear submittals. Make adjustments to panels, feeders, and breakers as necessary to feed actual equipment being provided. Make engineer/architect aware of any conflicts or issues.

ACCEPTABLE MANUFACTURERS:

Acceptable manufacturers, as specified in the Contract Documents, implies that the specified manufacturer may produce acceptable products equal in quality of materials and performance to such item specified. The Contractor will be required to provide products meeting or exceeding the "Standard of Quality and Performance" as dictated by the product selection noted. However, any changes which result (from substitution of other manufacturers) in the electrical work or work of other Contractors, shall be paid for by the Contractor.

SHOP DRAWINGS:

The Contractor shall submit five (5) copies of the shop drawings to the Architect for approval within thirty (30) days after the award of the general contract. If such a schedule cannot be met, the Contractor may request in writing for an extension of time to the Architect. If the Contractor does not submit shop drawings in the prescribed time, the Architect has the right to select the equipment.

Provide manufacturer's cuts of items to be provided under this Contract. Included, but not limited to these items, are any of the following which may be required in this Contract: Fixtures, switches, outlet boxes, device plates, panelboards, transformers, conductors, pull boxes, wiring troughs, circuit breakers, disconnect switches, emergency fixtures, receptacles, etc.

The shop drawings shall be neatly bound in five (5) sets and submitted to the Architect with a letter of transmittal. The letter of transmittal shall list each item submitted along with the manufacturer's name.

Approval rendered on shop drawings shall not be considered as a guarantee of measurements or building conditions. Where drawings are approved, said approval does not mean that drawings have been checked in detail; said approval does not in any way relieve the Contractor from his responsibility or necessity of furnishing material or performing work as required by the contract drawings and specifications.

COORDINATION WITH OTHER TRADES:

Coordinate all work required under this section with work of other sections of the specifications to avoid interference. Bidders are cautioned to check their equipment against space available as indicated on drawings and shall make sure that proposed equipment can be accommodated. If interferences occur, Contractor shall bring them to attention in writing, prior to signing of contract; or, Contractor shall at his own expense provide proper materials, equipment, and labor to correct any damage due to defects in his work caused by such interference.

INSPECTION AND CERTIFICATES:

On the completion of the entire installation, the approval of the Architect and Owner shall be secured, covering the installation throughout. The Contractor shall obtain and pay for Certificate of Approval from the public authorities having jurisdiction. A final inspection certificate shall be submitted to the Architect prior to final payment. Any and all costs incurred for fees shall be paid by the Contractor.

EQUIVALENTS:

When material or equipment is mentioned by name, it shall form the basis of the Contract. When approved by the Architect in writing, other material and equipment may be used in place of those specified, but written application for such substitutions shall be made to the Architect as described in the Bidding Documents. The difference in cost of substitute material or equipment shall be given when making such request. Approval of substitute is, of course, contingent on same meeting specified requirements and being of such design and dimensions as to comply with space requirements.

EXCAVATING AND BACKFILLING FOR ELECTRICAL WORK: Refer to Sections 02202 & 02220.

CUTTING AND PATCHING:

On new work, the Electrical Contractor shall furnish sketches to the General Contractor showing the locations and sizes of all openings and chases, and furnish and locate all sleeves and inserts required for the installation of the electrical work before the walls, floors, and roof are built. The Electrical Contractor shall be responsible for the cost of cutting and patching where any electrical items were not installed or where incorrectly sized or located. The Contractor shall do all drilling required for the installation of his hangers. See also Section 01050.

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.

CONDUIT SYSTEM:

Furnish and install all conduits, or other raceways, fittings, boxes, and other component parts specified or required for completion and proper operation of the power distribution, fire alarm, data, security and other low voltage systems shown on the drawings. See also Fire Alarm, IC and Security drawings and coordinate closely with all of the Low Voltage System Sub-Contractors for their requirements during construction. All Fire Alarm conduit with associated junction boxes and covers shall be red in color.

Other than as noted above, conduit shall be sized in accordance with the current NEC. All conduit shall be neatly installed parallel to, or at right angles to beams, walls and floors of the building in a neat and workmanlike manner. All bends shall be made with standard conduit elbows or conduit bent to not less than the same radius as that of a standard conduit elbow. Conduits shall be supported at intervals not greater than 8' and within 3' of any bend, cabinet, outlet or junction box. Conduits shall be supported by approved pipe straps or clamps, secured by means of toggle bolts on hollow masonry, expansion shields and machine screws or standard pre-set inserts on concrete or solid masonry, machine screws or bolts on metal surfaces, and wood screws on wood construction.

Conduit 3/4" (minimum) and larger shall be electrical metallic tubing (EMT). EMT shall be cold-rolled steel tubing with a coating on the outside and protected on the inside by a zinc, enamel, or equivalent corrosion-resistant coating and conforming to the requirements of ANSI C 80.3-1966 or later edition. EMT may be installed in dry construction in furred spaces, in partitions other than concrete and solid plaster, or for exposed work except on mechanical structures or supports, or in refrigerated areas. EMT shall not be installed where: it will be subject to physical damage; where it will be installed nearer than 4' from finished floor in exposed areas; where it will be subject to severe corrosive influence; where the trade size is larger than 2"; where it will be installed in masonry walls; or where tubing, elbows, couplings, and fittings would be in concrete or in direct contact with the earth. Electric metallic tubing fittings shall be all plated steel hexagonal threaded compression type, with insulated throats. No pot metal, set screw, or indenter fittings shall be used. PVC conduit shall be used in masonry wall construction. Contractor shall transition to EMT or rigid conduit at the top of masonry walls. PVC conduit shall not be used in stud walls.

Connections to lighting fixtures will be permitted with flexible steel conduit strapped every 6'-0", with UL listed AC type cables, used in strict accordance with current NEC Article 333. Armored Cable assembly shall encase conductors in a continuous length of galvanized cold rolled steel strip, spirally wound with adjacent strips locked to turn all edges inward. The ends shall be terminated with fiber bushings to protect conductors from sharp edges. Fittings shall be the insulated throat type, T & B 3100 series or equivalent.

All underground conduit shall be UL Listed Schedule 40 PVC conforming to Article 347 of the current NEC, or rigid galvanized steel. At the Contractor's option, this installation may consist of rigid steel conduit with PVC coating, minimum of 15 mils of PVC. Where schedule 40 PVC is installed under floor slabs, the elbows required to turn the raceway up into cabinets, equipment, etc., shall be of rigid steel. A copper ground wire shall be installed in all PVC conduits. PVC conduit shall not be used above the floor slab, unless roughed-in masonry.

All exposed conduit to 5'- 0" above finish floor shall be rigid galvanized steel or IMC conduit. Liquid-tight flexible steel conduit with an extruded PVC jacket shall be used for connections to exterior motors and compressors. Liquid-tight flexible conduit fittings shall be insulated throat type, Appleton STB type or equal.

All permanent conduit stub-outs shall be sealed with galvanized standard water pipe caps immediately after installation. All conduits crossing expansion joints shall have approved type expansion fittings as manufactured by Crouse Hinds, Killark or Appleton. Fittings shall be of type to ensure ground continuity. Provide a 240 lb. tensile strength poly pull-wire in all empty conduits.

SURFACE MOUNTED RACEWAY:

Two piece metal surface mounted raceway shall be used in all cases where it is not possible or desirable to run conduit concealed in the wall unless specifically noted otherwise on the plans. Provide Wiremold 3000 Series or equal. Provide large divided two channel raceway (4000 Series) in locations where power and low voltage wiring are to be routed in the same raceway.

CABLE TRAY:

Cable trays shall be aluminum ladder style trays suspended from structural elements above. Locate in the platforms, IDF, MDF and other areas as indicated on plans. Changes in direction shall be accomplished by utilizing standard radiused 90 degree and 45 degree fittings from the same manufacturer. Ladder tray system shall be 18" wide minimum. Provide B-line or equal by Monosystems or TRG.

OUTLETS AND PULL BOXES:

All boxes shall be UL labeled or listed by an approved agency. At each location where required, an outlet box of a type to suit the intended use shall be installed. Boxes shall be fastened to building structure in an approved manner. Flush outlet, junction and pull boxes shall be pressed galvanized or sheradized steel, either square or octagonal with knockouts on tops and sides, and fitted with plaster covers where necessary to set flush with the finished surface. For use in hollow-core masonry walls, switch boxes shall be of sufficient depth to permit conduit to rise in the core with minimum cutting of block. Provide plaster rings or box extensions for flush devices with finish surface. Boxes for unplastered masonry walls shall be masonry type with device mounting ears on the interior of the box.

Convenience outlet boxes shall be generally mounted approximately 18" above floor, 48" above floor in mechanical equipment rooms and shop type areas, and 4" above counter backsplash, unless otherwise noted. Convenience outlets for drinking fountains shall be installed behind fountain enclosure so as not to be visible; coordinate with Plumbing Contractor.

Lighting switch outlet boxes shall be 4' above floor, unless noted or required otherwise. Where switches occur in 4' high tile walls, they shall be lowered by 6 inches.

Pull boxes shall be used as required in long runs of conduit to facilitate pulling of wires. All interior pull boxes shall be constructed of code gauge galvanized sheet metal, and not less than the minimum size recommended by the NEC. Boxes shall be furnished with screw-fastened covers. When several feeders pass through a common pull box they shall be tagged to indicate clearly their electrical characteristics, circuit number, and panel designation. Wire markers shall be as manufactured by W. H. Brady Co., or equal. In no case shall a pull box be installed in an inaccessible location. Boxes shall be provided with fixed or removable steel barriers for each circuit where two or more feeders pass through the box. In case of banked conduit runs consisting of more than two horizontal rows of conduits, where barriers would be impracticable, the cables for each conduit shall be tied together with heavy waxed twine and wrapped with one wrap of heavy grade tape.

Where two or more outlets are to be installed in one location, they shall be installed in gang boxes suitable for the intended purpose.

Outlet boxes for outdoor use, and for exposed use where not covered by fixture canopies, shall be cast metal suitable for the intended purpose, having integral threaded hubs, and of the weatherproof type with gasket. Provide special outlet boxes where indicated.

All junction boxes shall be marked with panel and circuit number which it contains.

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.

CONDUCTORS FOR 600 VOLTS OR LESS:

All conductors shall be copper with a minimum conductivity of 98% and shall be delivered to the job site in their original packages, marked or tagged as follows : UL label , size, type, and insulation of the wire; name of manufacturer and trade name of the conductor: and date of manufacture. All conductors shall be insulated for 600 volts unless otherwise indicated. Furnish and install all conductors specified or required for completion and proper operation of the various systems shown on the drawings.

Conductors shall be 600 volt type THW or THWN. Branch circuit conductor shall not be smaller than No. 12 AWG, except where specifically noted otherwise. Home runs originating more than 80' at 120 volts from panel location shall be No. 10 AWG minimum size. Wires No. 10 AWG and smaller shall be solid; wires No. 8 AWG and larger shall be stranded. Where branch circuits are fed through fluorescent fixture channels, use code grade type THHN or XHHW. All MC cables where permitted shall include a separate copper ground conductor sized per phase conductors.

Provisions of Section 210-5, Color Code, NEC, shall be strictly complied with. Color coding shall include feeders and mains and be consistent throughout entire system. For 120/208 volt systems, use black, red, and blue for phases A, B, & C respectively. For 277/480 volt systems, use brown, orange, and yellow for phases A, B, & C respectively.

All conductors in vertical raceways shall be properly supported at intervals not greater than those specified in Section 300-19 of NEC.

All wire and cable except as specifically stated otherwise, shall be of one of the following makes: Anaconda Wire and Cable Co., General Cable Corp., General Electric Co., or Okonite Co.

LOW VOLTAGE DATA & TWISTED PAIR CABLES:

Data – See Division 17 Specifications for data cable requirements.

Twisted Pair (Shielded or Unshielded) – Conductors shall be insulated copper. Coordinate requirements for type, size and quantity of conductors in the shielded or unshielded cables with the equipment being served by the twisted cables (Fire Alarm Equipment/Devices, Intercom Devices, Speakers, Amps, phones, etc.).

Any low voltage cable that is not installed in a conduit or raceway shall be run concealed above ceilings or in the mechanical platforms. They must be properly supported with j-hooks or cable management devices that clip onto ACT support wires that are specifically designed for the purpose of supporting the cables. Zip ties are NOT acceptable as a method of securing/supporting cables. Zip ties may be used to bundle cables for easier management and neatness of installation.

JOINTS AND CONNECTIONS:

The Engineer reserves the right to inspect any and all joints made in wiring. If they are taped prior to being inspected, the tape shall be removed as ordered from any joint or joints for inspection. After inspection and correction of any fault found, the Contractor shall properly retape the joints.

Conductors shall be continuous without joints or splices in runs between outlet boxes. All splices shall be made at boxes only. Where stranded conductors are to be connected to any apparatus, bus work, switches or fuse blocks, they shall be connected by suitable mechanical solderless type lugs or spades. All lugs shall be

permanently bolted in such position as to give maximum contact surface available. Where multiple circuits are run from same switch or panel, individual lugs for each conductor shall be used. Feeder taps in junction boxes or panel gutter shall be made with insulated cover panel gutters. Feeder conductors shall not be spliced, feeder conductors shall be continuous for the length of run.

Solid conductors, namely those sized #10 and #12 AWG copper, shall be spliced by using Ideal "wire-nuts", 3M Co. "Scotchlok", or T & B "Piggy" connectors for branch circuit splices in junction boxes and light fixtures, except recessed fixtures as noted above. "Sta-Kon" or other other permanent type crimp connectors shall not be used.

Stranded conductors, namely #8 AWG copper and larger, shall be spliced by approved mechanical connectors plus gum tape, plus friction or plastic tape. Solderless mechanical connectors, for splices and taps, provided with UL approved insulating covers, may be used instead of mechanical connectors plus tape.

DEVICE PLATES:

A device plate shall be provided for each outlet to suit the device installed. All plates shall be no. 302 stainless steel construction. All plates shall be "jumbo" size.

Device plates shall be of the one piece type, of suitable shape for the devices to be covered. The use of sectional device plates will not be permitted. Plates having a .375" bushed hole in the center shall be installed on all wall mounted outlets for telephones.

Devices and/or plates installed prior to painting shall be properly taped and shall be cleaned after painting, if necessary. Blank plates shall be installed on all unused outlets.

Plates shall be manufactured by Pass & Seymour, Bryant, or Hubbell. Provide sample of plates to Architect for approval.

RECEPTACLES:

Duplex convenience outlets for general use shall be rated 20 amperes, 125 volts, duplex, for standard parallel blade three-wire grounded type caps, Hubbell No. 5362-I (ivory), Leviton, Pass & Seymour or Arrow-Hart or approved equal. Color to be selected by Architect. Where outlets are installed vertically, ground plug position shall be on top and on right side where outlets are installed horizontally.

SPECIAL USE RECEPTACLES:

Provide special receptacles including receptacles with ground fault circuit interrupter protection, where needed, as required by equipment. Provide MOV-based transient voltage surge suppression devices (SS), where shown on plan. Tamper-resistant receptacles (TP) shall prevent insertion of objects other than a properly rated 2 or 3 wire plug using "floating" shutters. Equal devices by Hubbell, Leviton, Pass & Seymour or Arrow-Hart are considered acceptable.

WALL SWITCHES:

Wall switches shall be installed as shown on the drawings and shall be connected to provide control of the outlets indicated. Switches shall be rated at 20 amperes for 120 volts or 277 volts lighting circuits. Hubbell No. 1221 (or 1221-1), for single pole; Hubbell Catalog No. 1223 (or 1223-1) for 3-way; Hubbell Catalog No. 1224 (or 1224-1) for 4-way. Weather-proof switches shall be Hubbell No. 1781 single pole or Hubbell No. 1783 3-way. Provide sample of switches to Engineer for approval. Color of switches to be selected by Architect.

Automatic light switches shall have passive infra-red occupancy switch with light sensor to prevent light from switching on when daylight is above pre-set level. Switch shall be UL listed, have adjustable time delay of 30

seconds to 30 minutes, auto/off control, and minimum coverage of 900 square feet, Automatic light switch shall be UNENCO model no. D-IS.

Provide special purpose switches where noted on the drawings, or elsewhere. Equal devices by Pass & Seymour or Arrow-Hart are considered acceptable.

For wall switches indicated as dimmers on LED lighting, coordinate the exact 0-10 volt dimmer that is compatible with LED driver at 277V for the specific fixtures provided. Install the correct size wall box to accommodate the specific dimmer to be installed.

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.

LIGHTING FIXTURES:

Furnish and install all lighting fixtures as indicated on the drawings. Fixtures shall be complete with lens or reflector, lamps, and wired ready for operation at the completion of installation. All fixtures shall have UL approval under their latest rulings indicating that fixture is approved for the intended usage. This Contractor shall provide proper fixture frames to suit type and dimensions of ceilings, confirming ceiling data with Plans, Architectural RCP, and General Contractor prior to ordering fixtures.

All fixtures shall be self-supporting, independent of the suspended ceiling. Fixtures shall be secured to the structure at a minimum of two points at opposing ends by wire equal to gauge of wire suspending the ceiling. Where fixture channels are joined to form a continuous length, provide one hanger at each end of the run and at each joint. Damaged fixtures shall be replaced at Contractor's expense. All fixtures shall be wired with a "Luminaire Cable" that contains the 0-10v dimming conductors.

ELECTRONIC DRIVERS/BALLASTS:

LED ballasts shall be high efficiency factor electronic ballasts where indicated on schedule, designed for rapid start operation for LED lamps. 70% LED lumen maintenance at 60,000 hours (L70/60,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads. Electronic ballast shall have a frequency of operation of 20 KHZ or greater and operate without visible flicker. Driver/Ballast shall be UL listed Class P, CSA certified, sound rated "A", withstand line transients as defined in ANSE/IEEE C62-41 Category A, and meet FCC requirements of Rules and Regulations, Part 18 for non-consumer equipment. Electronic ballast casing temperature shall not exceed a 25°C rise over 40°C ambient temperature or not exceed 85°C total. Electronic ballasts shall be by Advance Transformer Co., model Mark V or approved equal by Motorola or Magnetek.

LAMPS:

All lamps shall be as manufactured by Sylvania, Phillips, or General Electric Co.. Incandescent lamps shall be inside frosted 130V extended service unless otherwise noted. The Contractor shall be responsible for replacing all lamps which burn out during warranty period starting after Owner accepts project.

Unless indicated otherwise on drawings, LED and/or fluorescent lamps shall have energy saving drivers/ballasts, and a 4000 K color temperature with a color rendering index of 80 or better.

High pressure sodium lamps shall be GE "Lucalox" series or equal with median value of rated life no less than 24,000 hours.

EMERGENCY LIGHTING:

Furnish and install specified battery-powered emergency lighting units where indicated on the plans. Emergency lighting unit shall comply with the State of North Carolina Department of Insurance Document entitled "Requirements for Battery Powered Emergency Lighting Units" all subsequent addenda. Fixture shall have test light and switch accessible and visible from floor.

EXIT LIGHTING:

Furnish and install LED emergency exit sign with battery backup, brown-out protection, pilot light, test switch, and regulated power supply, where indicated on the plans unless specified otherwise. Exit signs shall comply

with the State of North Carolina Department of Insurance Document entitled "Requirements for Electrically Powered Exit Signs" dated 20 March 1995 and all subsequent addenda.

EXIT & EMERGENCY LIGHTING CONTROLS:

Contractor shall make provisions for Building Automation System (BAS) under Division 15 to exercise batteries on 21 to 28 day cycles. Coordinate with MC during rough-in as required with junction box for low voltage input to contactor.

LIGHTING CONTACTORS:

Each lighting contactor shall have heavy-duty ballast load rated contacts. Each contactor shall be normally closed contacts with mechanically held operators for open position, and silver cadmium oxide double break contacts. Contacts shall be field convertible with normally open and normally closed indicators. Each contactor shall be UL listed and CSA certified. All new lighting contactors for each new building shall be housed in a properly sized NEMA-1 enclosure with fully hinged and lockable door.

OUTDOOR LIGHTING CONTROLS:

For outdoor lighting applications, furnish and install contactors rated for load and photocells. Contractor shall make provisions for Building Automation System (BAS) or energy management control. Coordinate with MC during rough-in as required with junction box for low voltage input to contactor.

Photocells where indicated on drawing, shall be mounted in weather-proof enclosure under eastern facing eaves/overhangs with turn-on / off operations at 3-5 fc. Photocell shall be intermatic type K4221, for 120V and K4233 for 277V applications. Acceptable manufacturers are Tork, Intermatic, or Paragon. Photo cells shall not control luminaires directly all luminaires shall be controlled through a lighting contactor. Coordinate photocell specified with contactor coil rating.

END OF SECTION

FIRE ALARM SYSTEM EXPANSION

Furnish and install all labor, materials and programming to expand the existing fire alarm system to accommodate the new devices being added for the Renovation or Addition to have a complete and operational campus Fire Alarm system at project's end.

The Scope of Work shall include:

- a. Provide and install all LED or Xenon notification and activation appliances as indicated on the plans, required by the local AHJ and as required by the North Carolina Building Codes. Education occupancies require voice notification devices.
- b. Provide a complete set of Shop drawings including wiring diagrams and battery calculations. Provide signal booster panels or battery booster panels as required for a fully functional system. Coordinate any 120V power requirements and locations with the electrical contractor.
- c. Fire alarm cabling shall match existing cabling for type and class. Cables shall be in conduit or shall be plenum rated. They shall be supported by a cable tray or j-hooks at a minimum of 6'-0" on center spacing to prevent droops and sags. FA cabling shall not be allowed to rest on ACT ceiling tiles, grid or lights.
- d. Provide and install magnetic door holders at main corridor connections to other buildings or wings and as indicated on plans. Install a ceiling mounted smoke detector on each side of each magnetically held door. If required, coordinate any 120V power requirements and locations with the electrical contractor.
- e. In educational facilities, manual stations shall be provided with surface mounted clear polycarbonate covers with an integral sounder base (95 dB minimum). Power for sounder base shall be hard wired from the fire alarm system, battery powered sounder bases shall not be acceptable. STI Stopper II model STI-1130-PULL shall be the basis of design. Approved equals by other manufacturers are acceptable.
- f. Notify engineer a minimum of 3 days prior to doing testing for the authority having jurisdiction.

Fire Alarm System components shall be installed by a factory-authorized service organization with minimum five years of successful public school installation experience and licensed in N.C.

Fire Alarm System equipment and devices shall be by Notifier to match existing school system equipment.

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.

TESTS:

Test all lines to be concealed before burying or covering with new construction. Tests shall include proper operation of lights, receptacles, and equipment, continuity of conduit system, insulation leakage and impedance, elimination of motor single phasing or reverse rotation, and ground system resistance (see also Section 16400).

After the interior wiring system is completed and at such time as the Engineer or Owner's representative may direct, the Contractor shall conduct an operating test for approval. The tests shall be performed in the presence of the authorized representative of the Engineer and the installation shall be demonstrated to operate in accordance with the requirements of this specification. The Contractor shall furnish all instruments and personnel required for the test. The Contractor shall have sufficient tools and personnel available at the scheduled inspection to remove panel fronts, device plates, etc., as required for proper inspection of equipment, devices and wiring installation as may be required by the inspectors. Any material or workmanship which does not meet with approval of the engineer shall be promptly removed, repaired or replaced as directed, at no additional cost to the Owner.

ADJUSTMENTS:

Adjustments shall include load balancing of all electrical phases, at devices and panels. Balance all panelboards so that the maximum deviation of any one phase from the average of all the phases shall not exceed 10%. Re-type circuit directory as required after completion of adjustment.

CLEANING AND PAINTING:

Prior to final inspection, all equipment having factory finishes shall be thoroughly cleaned inside and outside. All damaged surfaces shall be replaced or refinished by Contractor, with paint same as original manufacturer. Engineer shall determine whether the damaged surface is to be replaced or painted.

RECORD DRAWINGS:

The Contractor shall maintain accurate records of all deviations in work as actually installed from work indicated on the drawings. On completion of the project, two (2) complete sets of marked-up prints shall be delivered to the Architect.

OPERATING AND MAINTENANCE INSTRUCTIONS:

Unless directed otherwise elsewhere in these specifications, the Contractor shall compile and bind three sets of all manufacturer's instructions and descriptive literature on all items of equipment furnished under this work. These instructions shall be delivered to the Engineer for approval prior to final inspection. Instructions shall include operating and testing procedures and a parts list of all equipment. The Contractor shall instruct the Owner's personnel in the proper operation of all systems and equipment. The front and side of the binder shall be titled "Electrical Operating and Maintenance Instructions", with name of the job and firm name of the Contractor.

WARRANTY:

The Contractor shall submit upon completion of the work, a warranty by his acceptance of the contract, that all work installed will be free from defects in workmanship and materials. If, during the period of one year, or as otherwise specified from date of Certificate of Completion and acceptance of work, any such defects in

workmanship, materials, or performance appear, the Contractor shall, without cost to the Owner, remedy such defects within reasonable time to be specified in notice from the Architect. In default, the Owner may have such work done and charge cost to Contractor.

END OF SECTION

END OF SPECIFICATIONS