PROJECT MANUAL FOR

# **Duplin County Schools**

# New Classroom Addition to North Duplin Jr.-Sr. High School

1388 NC 403, Mt. Olive, NC 28365



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

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

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

#### NOTICE TO BIDDERS

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(NOT USED)

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Sealed proposals from qualified bidders will be received by Duplin County Schools, at the offices of Maintenance/Facilities Department, 249 S. NC Hwy 11 & 903, Kenansville, NC 28349, October 18, 2023. Single Prime Bids for all work will be accepted up to 2:00 p.m. for the furnishing of labor, material and equipment entering into the construction of the New Classroom Addition to North Duplin Jr.-Sr. High School. Bids shall be marked "SEALED BID", addressed to the attention of Mr. Roger Jones, Duplin County Schools, and shall include the Name, Address, and License Number of the Bidder, and the type proposal enclosed.

Bids will be received as follows:

1. Single Prime Contract – ALL WORK

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

There will be a Pre-Bid Conference at the project location, North Duplin Jr.-Sr. High School, 1388 NC 403, Mt. Olive, NC 28365, on September 27, 2023, at 2:00 P.M.

In accordance with federal regulations, the contractor must provide certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, 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. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

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

#### NOTICE TO BIDDERS - 1

#### **NOTICE TO BIDDERS**

execute the contract in accordance with the bid bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law. In determining the value of the bid bond, additive or deductive alternates shall be considered as they are accepted by the Owner.

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

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 60 days.

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

- SIGNED: Mr. Roger Jones, Director Facilities Department Duplin County Schools Kenansville, NC
- 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)

Addition to North Duplin JRSR High School North Duplin Jr-Sr High School 1388 NC 403 Mt. Olive NC 28365

#### THE OWNER:

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

Duplin County / Duplin County BOE 249 South NC 11 and 903 HWY Kenansville, NC 28349

#### THE ARCHITECT:

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

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

#### **TABLE OF ARTICLES**

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- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

#### 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<sup>™</sup>–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.)

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§ 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.

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§ 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

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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<sup>TM</sup>, 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.)

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#### 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<sup>TM</sup>, 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.

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#### 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<sup>™</sup>–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<sup>™</sup>–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)
- AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
   (Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203<sup>™</sup>–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203-2013.)

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#### .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	

#### .8 Other Exhibits:

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

- [ ] AIA Document E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017.)
- The Sustainability Plan: [ ]

Title	Date	Pages	
[ ] Supplementary	and other Conditions of the Contr	act:	
Document	Title	Date	Pages

.9 Other documents listed below:

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

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## Additions and Deletions Report for

AIA<sup>®</sup> Document A701<sup>®</sup> – 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 14:19:27 ET on 07/11/2023.

#### PAGE 1

Addition to North Duplin JRSR High School North Duplin Jr-Sr High School 1388 NC 403 Mt. Olive NC 28365

•••

Duplin County / Duplin County BOE 249 South NC 11 and 903 HWY Kenansville, NC 28349

•••

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.

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## **Certification of Document's Authenticity**

AIA<sup>®</sup> Document D401<sup>™</sup> – 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 14:19:27 ET on 07/11/2023 under Order No. 4104237868 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701<sup>TM</sup> - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)		
(Title)		
(Dated)		

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#### **ARTICLE 3**

<u>ADD subparagraph 3.4</u>: In addition to obtaining Bidding Documents from the Hite Associates website, qualified bidders, subcontractors, material suppliers may obtain complete or partial sets of the Drawings Bidding Documents and specifications from SpeedyBlue Printers for the cost of printing and mailing.

#### **ARTICLE 4**

- <u>ADD</u>: Bidders must identify the type of proposal clearly on the Bid Envelope, and include State License number thereon.
- <u>ADD</u>: No Bid may be withdrawn after the scheduled closing time for receipt of bids, and shall remain valid for 60-days.

#### ARTICLE 7

<u>ADD</u>: Furnish a Performance Bond and a Labor and Materials Payment Bond in the amount of the Contract Price, covering faithful performance of contract and payment of all obligations arising thereunder on form provided.

## FORM OF PROPOSAL

## **New Classroom Addition**

From:		Contract:	GENERAL (ALL WORK)
Address:			
То:	Duplin 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 County of Duplin, through the <u>Duplin County Board of Education</u> 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: <u>New Classroom Addition to North Duplin Jr.-Sr. High</u> <u>School</u> 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):

BASE BID:

Dollars(\$)\_\_\_\_

Plumbing Subcontractor:

Electrical Subcontractor:

Mechanical Subcontractor: \_\_\_\_\_

#### ALTERNATES:

(Add)

(Add)

Should any of the Alternates as described in the contract documents be accepted, the amount written below shall be the amount to be added to the base bid. NOTE THAT THE BASE BID DOES NOT INCLUDE WORK COVERED UNDER THE ADD ALTERNATES.

<u>Alternate No. P-1</u> Shall be the amount added to the Base Bid to provide Delta Faucets, Sloan/Zurn Flush valves, Elkay/Oasis water coolers and Woodford hydrants, in lieu of other equivalent manufacturers.

<u>Alternate No. M-1</u> Shall be the amount added to the Base Bid to provide Trane Equipment: Condensing Units, Air handlers, etc. in lieu of other equivalent manufacturers.

ALTERNATE NO. E-1 Shall be the amount added to the Base Bid to provide Square D electrical equipment and switchgear; 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)
3	Foundation Under Cut Excavation (Disposal OFF Site)	 c.y. (cubic yard)
4	Off-Site Select Borrow Fill	 c.y. (cubic yard)
5	#57 or #67 Stone (Building foundations)	 c.y. (cubic yard)
6	8" deep undercut and backfill with CABC (drives and parking)	 s.y. (square yard)
7	Tensar BX-1100 Geogrid	 s.y. (square yard)
8	4" Thick Concrete Sidewalk	 s.y. (square yard)
9	Conflict Box	 each
10	New Fire Alarm Pull Station (Match Existing FACP)	 each
11	New Fire Alarm Smoke Detector Device (Match Existing FACP)	 each
12	Fire Alarm Voice Notification Device	 each

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

Dollars(\$)

Dollars(\$)

#### 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;

<u>Provide with the bid</u> - Under GS 143-128.2(c) the undersigned bidder shall identify <u>on its bid</u> (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. <u>Also</u> 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 <u>own workforce</u> 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.

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

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

#### OR

<u>If less than the 10% goal</u>, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations 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 c	orporation makir	ng bid)	
WITNESS:		Ву:	Signature	
		Name:		
(Proprietorship or Partnership)			Print or type	
		Title		
			(Owner / Partner /	President / Vice President)
		Addres	s	
ATTEST:				
By <u>:</u>		License	e No	
Title:		Federa	l I.D. No.	
(Corp. Sec. or Asst. Sec. only)				
(CORPORATE SEAL)				
Addendum received and used in	computing bid:			
Addendum No. 1 Adde	endum No. 3	Addend	lum No. 5	Addendum No. 6
Addendum No. 2 Adde	endum No. 4	Addend	lum 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. <u>Minority</u> 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. <u>Minority Business</u> 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. <u>Socially and economically disadvantaged individual</u> 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. <u>Public Entity</u> means the Owner and all public subdivisions and local governmental units.
- 5. <u>Owner</u> The public institution named in the contract.

- 6. <u>Designer</u> Any person, firm, partnership, or corporation, which has contracted with the Owner to perform architectural or engineering work.
- 7. <u>Bidder</u> Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
- 8. <u>Contract</u> 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. <u>Contractor</u> 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. <u>Subcontractor</u> 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.

## **<u>SECTION C</u>: RESPONSIBILITIES**

1. <u>Office for Historically Underutilized Businesses</u>, 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. <u>Constituent Institutions of The State of North Carolina</u>

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.
  - 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.
- 1. 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.

## **<u>SECTION D</u>: 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).

<u>SECTION E</u>: These guidelines shall apply upon promulgation on University construction projects. Copies of these guidelines may be obtained from: <u>http://www.NorthCarolina.edu/finance/projects/projects.cfm#attachments</u>

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

#### **MINORITY BUSINESS SUBCONTRACT GOALS**:

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

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

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

#### OR

Provide Affidavit 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.

Attach to Bid Attach to Bid

## **Identification of Minority Business Participation**

I,

(Bidder)

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.

Firm Name, Address and Phone #	Work type	*Minority Category
	_	
	_	
	_	
	_	
	_	
*Minority catagorias: Black African American		

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

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

## **AFFIDAVIT A** – Listing of the Good Faith Effort

County of	
Affidavit of	

(Bidder)
e made a good faith effort to comply under the following areas checked: nimum 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.
<b>3</b> - 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.
<b>8</b> - Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers, in order to help minority businesses in establishing credit.
<b>9</b> - Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
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.

Name of Authorized Officer:		
Signature:		
Title:		
State of North Carolina, County of Subscribed and sworn to before me this Notary Public My commission expires	day of	20
	Signature: Title: State of North Carolina, County of Subscribed and sworn to before me this Notary Public	Signature: Title: State of North Carolina, County of Subscribed and sworn to before me thisday of

Attach to Bid Attach to Bid

## **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:
SEAL	State of North Carolina, County of Subscribed and sworn to before me thisday of20 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. 

Allach additional sheets in required.					
Name and Phone Number	*Minority Category	Work description	Dollar Value		
	Category				

\*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: \_\_\_\_\_

$\frown$	Signature:	
SEAL	Title:	
SEAL	State of North Carolina, County of	20

## **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	Work description	Dollar Value	

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:
Dale.	

	Signature:			
	Title:			
SEAL	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\*\***

#### SECTION C

#### **OWNER-CONTRACTOR AGREEMENT**

PROJECT NUMBER:	( )	
SCHOOL NAME:		)

THIS AGREEMENT, in four (4) copies, made this () day of \_\_\_\_\_, Two Thousand and Twenty-Three by and between Duplin County Schools (herein referred to as the "Owner"), whose mailing address is 315 N. Main Street, Kenansville, NC 28349 and \_\_\_\_\_\_- (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 Classroom Addition to North Duplin Jr.-Sr. High 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.

### 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 May, 2023 for Duplin County Schools, New Classroom Addition to North Duplin Jr.-Sr. High School, including the following addenda:
- 2.2 The Parties agree that the Project shall include the following alternates:
- 2.3 The Parties agree to the following modifications to the Project's plans and specifications:

<mark>None</mark>

- 2.4 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.
- 2.2 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 Supplementary and Additional Conditions.
- 4.3 The Supplementary and Additional 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, Supplementary and Additional 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 Dollars (\$\_\_\_\_\_) herein referred to as the "Contract Sum". This amount includes the based bid and the Alternates in Section 2.2
- 5.2 Unit Prices are established as follows for the Project:

<mark>Unit Price No. 1</mark>	<mark>\$</mark>

<mark>Unit Price No. 2</mark>	<mark>\$</mark>
Unit Price No. 3	<mark>\$</mark>
Unit Price No. 4	<mark>\$</mark>
Unit Price No. 5	<mark>\$</mark>
<mark>Unit Price No. 6</mark>	<mark>\$</mark>
Unit Price No. 7	<mark>\$</mark>
Unit Price No. 8	<mark>\$</mark>

## 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 Design Consultant 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 (3) set(s) of drawings and (3) set(s) 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 will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Duplin 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.

**DUPLIN COUNTY BOARD OF EDUCATION** 

		(Seal)
	Chair	
		(- N
	Secretary	(Seal)
This contract was a	approved by the Board on the day of, 2022.	
	(CONTRACTOR)	
	Ву:	
	President	
	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 \_\_\_\_\_

GO TO NEXT PAGE

### **SECTION GC**

## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

# TABLE OF ARTICLES

- 1. CONTRACT DOCUMENTS
- 2. OWNER
- 3. CONTRACTOR
- 4. SUBCONTRACTORS
- 5. WORK BY OWNER OR BY SEPARATE CONTRACTORS
- 6. MISCELLANEOUS PROVISIONS
- 7. TIME
- 8. PAYMENTS AND COMPLETION
- 9. INSURANCE
- 10. CHANGES IN THE WORK
- 11. UNCOVERING AND CORRECTION
- 12. TERMINATION OF THE CONTRACT
- 13. FEDERALLY FUNDED PROJECTS
  - APPENDIX A Contractor's Sales Tax Report APPENDIX B-1 – Change Proposal Form (Time & Materials or Unit Price) APPENDIX B-2 – Change Proposal Form (Fixed Price) APPENDIX C – Sexual Registry Check Form

## ARTICLE 1

## CONTRACT DOCUMENTS

#### 1.1 GENERAL

- 1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all 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 issued pursuant to the provisions of Article 10, (3) a written interpretation issued by the Design Consultant, or (4) a written order for a minor change in the Work issued pursuant to this contract.
- 1.1.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.1.4 The Contractor will be furnished with 3 sets of drawings and specifications at no cost. Additional copies may be purchased.

#### END OF ARTICLE 1

### ARTICLE 2

#### **OWNER**

#### 2.1 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

- 2.1.1 The Owner shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- 2.1.2 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 2.1.3 The Owner will have authority to require special inspection or testing of the Work whether or not such Work is then fabricated, installed, or completed. However, neither the Owner's authority to act under Subparagraph 6.5.3, nor any decision made by the Owner in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 2.1.4 The Owner shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the Design Consultant, to discuss such matters as procedures, progress, problems, and scheduling.
- 2.1.5 The Owner and Design Consultant shall not be responsible or liable to Contractor for the acts, errors or omission of the Contractor, any separate Subcontractor, any separate contractor or any contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.
- 2.1.6 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.
- 2.1.7 The parties acknowledge that the Owner may perform all or part of its obligations pursuant to this Agreement through the Superintendent or his designee.

- 2.1.8 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.
- 2.2 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK
- 2.2.1 If the Contractor fails to correct defective Work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Owner by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- 2.2.2 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Owner.
- 2.2.3 If the performance of all or any part of the Work (including the work of the Contractor and its subcontractors) is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner or the Design Consultant in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim shall be made under this Subparagraph for any suspension, delay, or interruption pursuant to Subparagraph 2.3.1, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Subparagraph shall be allowed on behalf of the Contractor or its subcontractors, unless within 10 days after the act or failure to act involved, and for continuing or ongoing acts or failures to act within 10 days of the first day of the act or failure to act the Contractor submits to the Owner a written statement setting forth, as fully as then practicable, the extent of such claim, and unless the claim is asserted in writing within 20 days after the termination of such suspension, delay, or interruption. For continuing or ongoing acts or failures to act, the Contractor shall update its written statement every 15 days until the suspension, delay or interruption is terminated. The Contractor shall waive any and all claims not filed in strict conformance with this paragraph. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.
- 2.2.4 In the event of a suspension of work or delay or interruption of work, the Contractor will and will cause his subcontractors to protect carefully his, and their, materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the Owner, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.
- 2.2.5 No claim by the Contractor shall be allowed if asserted after final payment under this Contract or if it is not asserted in strict conformance with Article 10.
- 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK
- 2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ten days after the date written notice is mailed by the Owner to commence and continue remedy of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new contractor. In such case the Owner shall issue a Change Order deducting from the payments then or thereafter due the Contractor the cost of correcting such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Design Consultant. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. Notwithstanding the Owner's right to carry out a portion of the work, warranty, maintenance and protection of the work remains the

Contractor's responsibility. Further, the provisions of this paragraph do not affect the Owner's right to require the correction of defective or non-conforming work in accordance with this contract.

## END OF ARTICLE 2

# ARTICLE 3

## CONTRACTOR

### 3.1 DEFINITION

- 3.1.1 This entire Contract is not one of agency by the Contractor for Owner but one in which Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.
- 3.2 REVIEW OF CONTRACT DOCUMENTS
- 3.2.1 Before placing his proposal to the Owner, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Design Consultant for any damage resulting solely from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 3.2.2 All designs, drawings, specifications, design calculations, notes and other works provided for this contract are the sole property of the Owner and may not be used on any other design or construction project. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the Project, shall be at the full risk of such person or entity
- 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
- 3.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and all statutory or legal requirements. This requirement applies continuously throughout contract performance and is not limited to regular working hours.
- 3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and Sub- subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 3.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the Owner or the Design Consultant in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Paragraph 6.5 by persons other than the Contractor.
- 3.3.4 The Contractor shall verify all grades, lines, levels and dimensions as indicated and shown on the Drawings and Specifications prior to beginning the work and shall immediately report in writing any errors or

inconsistencies to the Design Consultant before commencing the work.

3.3.5 Contractor shall protect existing surfaces, finishes and adjacent facilities from damage during construction. Any damage shall be repaired by Contractor at his own expense prior to completion of the Project. Prior to construction start, Contractor and Owner shall perform an inspection to record existing conditions, damaged and undamaged.

#### 3.4 LABOR AND MATERIALS

- 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed.
- 3.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Owner may, by notice in writing, require the Contractor to remove from the work any employee the Owner deems incompetent, careless or otherwise objectionable. All agents and workers of the Contractor and its Subcontractors shall wear identification badges provided by the Contractor at all times they are on the Owner's property. The identification badges shall at a minimum display the company name, telephone number and employee's picture and name and must be worn in plain view at all times. Additionally, once school staff occupies the building, all contractors and their respective subcontractors shall be required to sign in and out of the visitor's log each day they are performing services. They must also wear a visitor's pass which will indicate to staff that they have met this requirement which applies to anyone performing services anywhere on the school property.
- 3.4.3 The Contractor shall be responsible for ensuring that the Work is completed in a skillful and workmanlike manner.
- 3.4.4 All equipment, apparatus and/or devices of any kind to be incorporated into the Work that are shown or indicated on the drawings or called for in the specifications or required for the completion of the work shall be entirely satisfactory to the Owner and the Design Consultant as regards operations, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of his responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by proper and acceptable equipment, etc. or put in good working order satisfactory to the Owner and ditional cost to the Owner.
- 3.4.5 All materials and Work shall meet North Carolina Building Codes. Should there be any discrepancies between design and code, the more stringent requirement shall apply. All materials shall comply with standards (or approved products) as set by the Specifications. Unless otherwise specified, NO ASBESTOS CONTAINING MATERIALS SHALL BE INSTALLED. BY DEFINITION, INSTALLATION OF ASBESTOS MATERIALS WILL BE CONSIDERED CONTRACTOR'S NEGLIGENCE AND THE CONTRACTOR SHALL PERFORM ALL NECESSARY WORK TO REMOVE THE ASBESTOS AND RESTORE THE SITE TO THE 'PRE-CONTRACT' CONDITION. Contractor shall assume all facilities built prior to 1979 have lead-based paint. Any paint removal shall be in accordance with OSHA standard pertaining to lead (29 CFR 1915.1025).

## 3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and the Design Consultant that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Design Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 11.

- 3.5.2 The warranties set forth in this Paragraph 3.5 and elsewhere in the Contract Documents shall survive Final Completion of the Work.
- 3.5.3 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a 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 with reasonable promptness after discovery of the condition. For items, which remain incomplete or uncorrected on the date of Substantial Completion, the one-year warranty shall begin on the date of Final Completion of the Work. If the Contract Documents include painting work, the one year warranty period in this section shall be extended to two years.
- 3.5.4 If at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to or conspiracy to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.
- 3.5.5 The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article 3, Article 11 or elsewhere in the Contract Documents.
- 3.6 TAXES
- 3.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. The Contractor shall indemnify and hold the Owner harmless from any claims arising out of the Contractor's failure to pay all required taxes, including claims by the county for its inability to recover taxes that were not properly paid to the State of North Carolina by the Contractor.
- 3.6.2 The Contractor shall provide a completed Contractor's Sales Tax Report (attached hereto as Appendix A) with each application for payment for all items provided by the Contractor or any Sub-Contractors and incorporated into this project. The Contractor shall account for at least 2% of the total contract amount in sales tax or provide justification satisfactory to the Owner that the actual sales tax paid is less than 2%. In the event the Contractor does not provide adequate justification to support the shortfall, the Contractor shall pay the Owner the difference between the amount accounted for and the 2% minimum. Such compensation shall not be deemed a penalty, but reimbursement of funds the Owner would otherwise be entitled to recover from the State.
- 3.6.3 Sales and Use Tax. Contractor shall be responsible for complying with any applicable sales and use tax obligations imposed by Chapter 105, Article 5 of the North Carolina General Statutes. Where Contractor has been contracted with to oversee "new construction" or "reconstruction" as defined in G.S. 105-164.4H, Contractor shall be responsible for issuing and maintaining an Affidavit of Capital Improvement.

#### 3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees necessary for the proper execution and completion of the Work. Costs for service and final service connections by public utilities will be reimbursed to the Contractor by the Owner. The Owner shall not be responsible for the cost of any temporary utilities.

- 3.7.2 The Contractor will pay for his license and reinspection fees for the work necessary for the proper execution and completion of the work.
- 3.7.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

#### 3.8 PROGRESS SCHEDULE

3.8.1 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an estimated progress schedule for the Work. This schedule shall be in accordance with any general requirements included in the Specifications for this project.

### 3.9 RESPONSIBILITY FOR COMPLETION

- 3.9.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified in the Owner-Contractor Agreement.
- 3.9.2 If the actions taken by the Contractor are not satisfactory, the Design Consultant or Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates, without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.
- 3.10 DOCUMENTS AND SAMPLES AT THE SITE
- 3.10.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
- 3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- 3.11.1 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Contract Documents.
- 3.11.2 Do not order materials until receipt of written approval. Furnish materials equal in every respect to approved samples.
- 3.11.3 By approving and submitting Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, which may be issued by the Design Consultant.
- 3.11.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's review of Shop Drawings, Product Data, Samples or Manuals under unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submission and the Design Consultant has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or Manuals by the Design Consultant's review thereof.
- 3.11.5 The Contractor shall make corrections required by the Design Consultant and shall resubmit the required

number of corrected copies of Shop Drawings or new Product Data or Samples. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Design Consultant on previous submittals. Resubmittals necessitated by required corrections due to Contractor's errors or omissions shall not be cause for extension of Contract Time, and any costs associated with the processing of these resubmittals shall be paid by the Contractor.

3.11.6 No portion of the Work requiring submission of Shop Drawings, Product Data, Samples or Manuals shall be commenced until the submittal has been approved by the Design Consultant. All such portions of the Work shall be in accordance with approved submittals.

### 3.12 EQUAL PRODUCTS AND SUBSTITUTIONS

- 3.12.1 All materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. The Contractor, in such cases, may with Design Consultant and Owner approval, use any brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which in the judgment of the Design Consultant is equal to that specified. An item may be considered equal to the item so named or described if, in the opinion of the Owner and Design Consultant (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. Approval by the Owner and Design Consultant will be granted based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the Project.
- 3.12.2 Contractor must provide evidence that proposed substitution does not require revisions to the Contract Documents, that is consistent with Contract Documents, and will produce the indicated results, and is comparable with other portions of the Work. Contractor must provide a detailed comparison of significant qualities or proposed substitution with those of the Work specified, including but not limited to the following significant qualities: performance, weight, size, durability, visual effect, sustainable design features, warranties, and any specific features and requirements indicated in Contract Documents. An annotated copy of applicable Specification section and point-by-point comparison between specified product and the proposed substitution describing each point of compliance, non-compliance, and variance between the specified and proposed product shall be provided.
- 3.13 USE OF SITE
- 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of- way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the Owner, with any materials, equipment or trailers nor shall he block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within 24 hours of notification by the Owner, to so do, the Owner shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the Owner deems are in violation of this paragraph.

## 3.14 CUTTING AND PATCHING OF WORK

- 3.14.1 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation.
- 3.14.2 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to satisfaction of the Design Consultant and the Owner of such structures

and facilities and authorities having jurisdiction.

## 3.15 CLEANING UP

3.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

### 3.16 INDEMNIFICATION

- 3.16.1 To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, and hold harmless the Owner and the Design Consultant and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or caused by any negligent act, error, omission or breach of this Agreement by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph 3.16. 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. Contractor's indemnity obligations to Owner in the Contract Documents shall survive the expiration or termination of the Contract Documents.
- 3.16.2 In any and all claims against the Owner or the Design Consultant or any of their agents, representatives, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.16 shall not be limited in any way by Contractor's insurance coverage required herein.
- 3.16.3 No provision of this Paragraph 3.16 shall give rise to any duties on the part of the Design Consultant or the Owner, or any of their agents, representatives, or employees.

### 3.18 CONDITIONS AFFECTING THE WORK

3.18.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which can affect the Work or the cost thereof. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of his officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

#### 3.19 MISCELLANEOUS.

- 3.19.1 The Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts) and sales tax paid by the Contractor and its subcontractors for materials purchased for Projects completed under this contract. The Contractor agrees to comply with the all of the Owner's policies at all times that the Contractor, its subcontractors and employees are on the Owner's property. The Contractor acknowledges that the Owner's policies can be accessed and viewed at the Owner's website. The Contractor shall comply with the Owner's site or school building access procedures when working on any existing school campus.
- 3.20 APPLICABLE LAWS.
- 3.20.1 This Contract and the relationship of the parties shall be governed by the laws of the state of North Carolina.
- 3.20.2 Contractor shall comply with all applicable laws and regulations in providing services under this Contract. 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. The Contractor represents 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. The Contractor further warrants that it will use the E-Verify system to verify employment eligibility of all its employees throughout the term of this Contract, and that it will remain in compliance with all I-9 requirements throughout the term of this Contract.

shall also ensure that any subcontractors use the E-Verify system at all times while providing subcontracted services in connection with this Contract. 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.

3.20.3 The Contractor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Contractor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("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 prior to substantial completion; or (4) new school construction sites prior to substantial completion. 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/. The Contractor shall provide certification on the Sexual Offender Registry Check Certification Form (attached as Appendix C) 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. With each pay application, the Contractor shall provide an updated list of all Project subcontractors, identifying the date the subcontractor is anticipated to first be on the site, and the status of receipt of the Completed Sexual Offender Registry Check Certification Form from each subcontractor. 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, the Contractor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The 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. The 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 Owner upon request. The Contractor specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the Owner exercises this right to conduct additional criminal records checks, the 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 Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Contractor further agrees that it has an ongoing obligation to provide the Owner 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 the 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.

3.20.4 Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.

3.20.5 Restricted Companies Lists. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

#### 3.21 COMPLIANCE WITH BOARD POLICIES AND PROCEDURES

The Contractor acknowledges that Board policies are available for review at the Owner's website and agrees to comply with the policies. The Contractor also agrees to comply with the following provisions:

- 3.21.1 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.
- 3.21.2 The Contractor, its Subcontractors and employees, are prohibited from profane, lewd, obscene or offensive conduct or language, including engaging in sexual harassment.
- 3.21.3 The Contractor and its Subcontractors 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.
- 3.21.4 The Contractor and its Subcontractors may not at any time use or display tobacco or nicotine-containing products, including but not limited to electronic cigarettes (e-cigarettes), on school premises, both indoor and outdoor. The prohibition of the display of tobacco or nicotine products shall not extend to a display that has a legitimate instructional or pedagogical purpose. For purposes of this Contract, "tobacco product" is defined to include cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco, tobacco products, or any facsimile thereof. "Tobacco use" includes smoking, chewing, dipping, or any other use of tobacco products.
- 3.21.5 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.
- 3.21.6 Operators of all commercial vehicles on any property owned by the Owner shall be subject to post-accident, random, reasonable suspicion and follow-up testing for drugs and alcohol.
- 3.21.7 The Contractor, its Subcontractors and employees are prohibited from using access to the site pursuant to this Agreement as a means to date, court, or enter into a romantic or sexual relationship with any student enrolled in the 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.

#### 3.22 MINORITY AND HISTORICALLY UNDERUTILIZED BUSINESS

If the Contract Sum is \$300,000 or greater, the Contractor shall make a good faith effort to utilize minority and Historically Underutilized Businesses (HUBs) as defined and required in N.C. Gen. Stat. 143-128.2 to - 128.4. The Contractor shall identify in the list of its Subcontractors, those Subcontractors that are (HUBs) and indicate the portion of the Work that each Subcontractor will perform. If during the duration of the Project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize HUBs. The Contractor shall submit with each Application for Payment a list of those HUBs whose work is included in the application and the amount due each. Failure or refusal of the Contractor to submit the required information on HUBs shall be grounds to withhold payment.

## END OF ARTICLE 3

# **ARTICLE 4**

### **SUBCONTRACTORS**

- 4.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
- 4.1.1 The Contractor, in compliance with the requirements of the Contract Documents, shall furnish in writing to the Owner the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.
- 4.1.2. 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. If during the duration of the project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize Minority Business Enterprises. At the completion of the project, the Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts).

### END OF ARTICLE 4

## ARTICLE 5

## WORK BY OWNER OR BY SEPARATE CONTRACTORS

- 5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS
- 5.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.
- 5.2 MUTUAL RESPONSIBILITY
- 5.2.1 Should the Contractor cause damage to the work or property of the Owner or of any separate contractor on the Project, or to other work on the Site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.
- 5.2.2 Should a separate contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.
- 5.2.3. In no event shall the Contractor seek to recover from the Owner or the Design Consultant, and the Contractor hereby waives any claims against the Owner and Design Consultant relating to any costs, expenses (including, but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any separate

contractor.

### 5.3 COORDINATION OF THE WORK

5.3.1 By entering into this contract, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of his own. Contractor expressly warrants and guarantees that he will cooperate with other contractors and will do nothing to delay, hinder or interfere with the work of other separate contractors, the Owner or Design Consultant. Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate contractor, his sole remedy will be a direct action against the separate contractor as described in this Article 5. Contractor will have no remedy, and hereby expressly waives any remedy, against the Owner and/or the Design Consultant on account of delay, hindrance, interference or other event caused by a separate contractor.

## END OF ARTICLE 5

# **ARTICLE 6**

### **MISCELLANEOUS PROVISIONS**

### 6.1 GOVERNING LAW

- 6.1.1 This contract shall be governed by the law of the State of North Carolina. The Contractor and Owner agree that county where the Project is located shall be the proper venue for any litigation arising out of this Agreement.
- 6.1.2 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 provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

#### 6.2 CLAIMS AND DAMAGES

6.2.1 Should the Contractor or any of its Subcontractors suffer injury or damage to person or property because of any act or omission of the Owner or Design Consultant, or of any of their employees, agents or others for whose acts either is legally liable, the claim on behalf of the Contractor or its subcontractors shall be made in writing to the Owner within 10 days after the first observance of such injury or damage; otherwise, the Contractor shall have waived any and all rights he may have against the Owner or the Design Consultant, or their employees, representatives and agents. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.

#### 6.4 RIGHTS AND REMEDIES

- 6.4.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 6.4.2 Except as may be specifically agreed in writing, the failure of the Owner or the Design Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.
- 6.4.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of this

Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Design Consultant, except for failure to make progress payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages.

- 6.4.4 Contractor and Owner acknowledge that the Contract Documents shall not be construed against Owner due to the fact that they may have been drafted by Owner. For purposes of construing the Contract Documents, both Contractor and Owner shall be considered to have jointly drafted the Contract Documents.
- 6.4.5 In the event that Owner incurs attorney's fees or litigation expenses in connection with enforcing or protecting its rights under the Contract Documents or defending any claim or lawsuit brought against it arising out of the Work or the Contract Documents, Contractor shall reimburse Owner for such reasonable attorney's fees and expenses.

#### 6.5 TESTS

- 6.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner timely notice of its readiness so the Design Consultant and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals, except the Contractor shall be responsible for the cost of any reinspection, including the rescheduling of an inspection requested by the Contractor prior to proper the completion of the work to be inspection.
- 6.5.2 Unless otherwise stipulated in other Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of his work and work of each Subcontractor. Boiler fuel other than gas shall be provided by Subcontractor furnishing boilers. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.
- 6.5.3 If the Design Consultant or the Owner determines that any Work requires special inspection, testing, or approval which Subparagraph 6.5.1 does not include, the Owner will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 6.5.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Design Consultant's and Owner's additional construction management expenses made necessary by such failure.

## 6.6 UNENFORCEABILITY OF ANY PROVISION

6.6.1 If any provision of this Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such provision.

# 6.7 ATTORNEYS' FEES AND OTHER EXPENSES

6.7.1 The Contractor hereby agrees that he will not submit, assert, litigate or otherwise pursue any frivolous or unsubstantiated claims or claims he has specifically waived under the terms of the Contract Documents. In the event that the Contractor's or its Subcontractor's claims, or any separate item of a claim, is without substantial justification, the Contractor shall reimburse the Owner or Design Consultant for all costs and expenses associated with defending such claim or separate item, including but not limited to, attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, or services and any other consultant costs.

- 6.7.2 If the Contractor breaches any obligation under the Contract Documents, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by the Owner relating to such breach, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.
- 6.7.3 If the Owner or Design Consultant prevails in a claim brought against the Contractor, including but not limited to, claims for fraud or misrepresentation, overpayment, defective work, delay damages, and recovery of termination expenses, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by them relating to such claim, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

### END OF ARTICLE 6

### ARTICLE 7

#### TIME

#### 7.1 DEFINITIONS

- 7.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work, as defined in Subparagraph 7.1.3 and 7.1.4, including any allowances and alternates. The Contractor shall complete his Work within Contract Time, unless the Contract Time is modified.
- 7.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not commence Work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent.

#### 7.2 DELAYS AND EXTENSIONS OF TIME

- 7.2.1 The time during which the Contractor or any of its subcontractors delayed in the performance of the Work by the acts or omissions of the Owner, Design Consultant 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, or other conditions beyond the Contractor's or its subcontractors' control and which the Contractor or its subcontractors 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 Owner-Contractor Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in strict compliance with the requirements of this Article and other provisions of the Contract Documents.
- 7.2.1.1 For excessive inclement weather, the Contract Time will not be extended due to reasonably anticipated inclement weather or for delays in the aftermath of inclement weather, reasonably anticipated or excessive. 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; for the purposes of this Contract, the Contractor agrees that the number of calendar days per month based on a five-year average shall be considered reasonably anticipated inclement weather and planned for in the construction schedule per the Contract. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than the reasonably anticipated inclement weather service station identified in the supplemental conditions or a weather station acceptable to the Owner and that such alleged greater than reasonably anticipated inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time.

Also the Contractor agrees that the calculation of the number of excessive inclement weather days shall be the number of days in excess of the five-year average for each month, in which precipitation exceeded one tenth (.10) inch, or in which the highest temperature was 32 degrees F or less as recorded at the approved weather station. Rain days from hurricanes and tropical storms not causing damage in in the county where the Project is located shall be deemed inclement weather days.

If the total accumulated number of calendar days lost to excessive inclement weather, from the notice-toproceed until the building is enclosed, exceeds the total accumulated number to be reasonably anticipated for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to excessive inclement weather occurring after the building is enclosed or for contracts that do not include work out of doors that is not on the critical path. For the purpose of this Contract, the term "enclosed" is defined to mean when the building is sufficiently roofed and sealed, either temporarily or permanently, to permit the structure to be heated and the plastering and dry-wall trades to work. The Design Consultant shall determine when the structure is "enclosed". Upon the request of either party, the Design Consultant shall issue a letter certifying to the Owner, with a copy to the Contractor, stating the date the building became enclosed. No change in Contract Sum will be authorized because of adjustment of Contract time due to excessive inclement weather.

- 7.2.2 Should a time extension be granted for Substantial Completion the date for Final Completion shall be appropriately adjusted unless specifically stated otherwise.
- 7.2.3 Neither the Owner nor the Design Consultant shall be obligated or liable to the Contractor or its Subcontractors for, and the Contractor hereby expressly waives any claims against the Owner and the Design Consultant on account of any indirect or direct damages, costs or expenses of any nature 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 reasonable, foreseeable, contemplated, or avoidable by Contractor, and it is understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time in accordance with the Contract Documents, unless the delays, interferences, changes in sequence or the like arise solely from or out of any act or omission of the Owner or the Design Consultant, or their agents, employees, consultants or independent. The Contractor shall not be entitled to any damages or extensions of time pursuant to this section for concurrent delays for which the Contractor is at least partially responsible.
- 7.2.4 Subject to other provisions of the Contract Documents, 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, unless caused solely by the Owner or Design Consultant
- 7.2.5 The Contractor and its subcontractors shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the Owner within ten (10) days of the first instance of delay.

# END OF ARTICLE 7

# ARTICLE 8

## PAYMENTS AND COMPLETION

#### 8.1 SCHEDULE OF VALUES

8.1.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work.

### 8.2 APPLICATIONS FOR PAYMENT

- 8.2.1 Prior to the date for each progress payment established in the Owner-Contractor Agreement, the Contractor, shall submit to the Owner an itemized Application for Payment including a completed Contractor's Sales Tax Report (attached hereto as Appendix A) for all items provided by the Contractor or any Subcontractors included in the application. The Contractor shall also certify that he has paid all due and payable amounts for which previous certificates for payment were issued and payments received from the Owner and that the work for which payment is requested has been completed.
- 8.2.2 The Owner will retain funds from each progress payment to the maximum extent allowed by N.C. General Statute 143-134.1 until the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. If a reduction in retainage has been made or the Owner stops withholding retainage for any reason, the Owner may increase or commence the retainage as authorized by N.C. Gen. Stat. 143-134.1.
- 8.2.3 Owner will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site without the Owner's written permission.
- 8.2.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens".

# 8.2.5 All invoices shall show the following:

- .1 Total amount of contract
- .2 Amount of change orders
- .3 Total value of completed work
- .4 Amount retained by Owner
- .5 Amount due Contractor

## 8.3 CERTIFICATES FOR PAYMENT

8.3.1 By signing a Certificate for Payment, the Design Consultant shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

## 8.4 PROGRESS PAYMENTS

- 8.4.1 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner.
- 8.4.2 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 8.4.3 The Contractor shall not submit more than one pay application during any 30-day period.

#### 8.5 PAYMENTS WITHHELD

8.5.1 The Design Consultant may decline to certify payment and may withhold their Certificate in whole or in part, to the extent the Design Consultant deems necessary to reasonably protect the Owner from loss associated with unsatisfactory job progress, defective construction, disputed work, claims or any other similar issue. The

Design Consultant may also decline to certify payment if the Contractor fails to provide Subcontractor information regarding the use of HUBs and/or sexual registry checks. If the Design Consultant is unable to make representations to the Owner and to certify payment in the amount of the Application, it will notify the Contractor as provided herein. The Design Consultant may also decline to certify payment because of subsequently discovered evidence or subsequent observations that may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the Owner from loss.

#### 8.6 FAILURE OF PAYMENT

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

### 8.7 SUBSTANTIAL COMPLETION

- 8.7.1 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Design Consultant and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for Owner's full use may remain for Final Completion. The Contractor shall be solely responsible for the cost to repair or replace any work damaged or destroyed prior to the Date of Substantial Completion.
- 8.7.2 When the Design Consultant and the Owner on the basis of an inspection jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion. The Contractor shall provide operation & maintenance manuals, and operation training to the Owner as required by the Contract Documents prior to Substantial Completion. The Owner's occupancy of incomplete work shall not alter the Contractor's responsibilities pursuant to this section.
- 8.7.3 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor and its Subcontractors except those previously made in writing and identified by the Contractor as unsettled at the time the Contractor submits the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance. The Contractor shall indemnify and hold the Owner harmless against any claims by its Subcontractors that are waived because they were not made in writing and identified by the Contractor as unsettled when the Contractor submitted the Application for Payment for Substantial Completion.
- 8.7.4 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the Owner, and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.
- 8.7.5 There will be two inspections by the Design Consultant at Substantial Completion:
  - .1 To generate a list of items to be completed or corrected before Owner takes possession of the Work.
  - .2 To check that the list of items has been completed before issuing Final Payment.

Any additional inspections by the Design Consultant requested by Contractor to complete the Punch List shall result in money being withheld from the Final Payment to cover the cost of these additional inspections.

- 8.8 FINAL COMPLETION AND FINAL PAYMENT
- 8.8.1 The date of Final Completion of the work is the date certified by the Design Consultant and the Owner when

the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the work for the use for which it is intended. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute Final Completion.

- 8.8.1.1 When the Design Consultant and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, they will approve a final Certificate of Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable, except for an amount mutually agreed upon for any work remaining incomplete or uncorrected for which the Owner is entitled a credit under the Contract Documents. If the Design Consultant and the Owner find the Work to be incomplete or unacceptable, the costs of reinspections shall be paid by the Contractor.
- 8.8.2 Final Payment shall not become due until the Contractor provides to the Design Consultant and Owner: three (3) copies of any of the following required:
  - .1 Final Change Order
  - .2 Final Application for Payment
  - .3 Consent of Surety to Final Payment AIA G707(if applicable)
  - .4 Contractor's Affidavit of Release of Liens AIA G706A
  - .5 Contractor's Affidavit of Payment of Debts and Claims AIA G706;
  - .6 Certificate of Occupancy (if applicable)
  - .7 Contractor's Warranty, notarized
  - .8 Warranty Summary Sheet with Original Warranties (if not included in O & M Manuals)
  - .9 Certification Letter from Contractor that no Asbestos-Containing Materials were used on the project
  - .10 Final List of Subcontractors (name, address, phone, email, fax nos.)
  - .11 Record Drawings (As-Built) 1 set
  - .12 Operation and Maintenance Manuals 3 sets
  - .13 Other project close-out submittals, as required by the Contract Documents.
- 8.8.3 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner:
  - .1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied;
  - .2 if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner; and
  - .3 As-built drawings, and other project closeout submittals, as required by the Owner.
- 8.8.4 The making of final payment shall constitute a waiver of all claims by the Owner against the Contractor except those arising from:
  - .1 unsettled liens, and claims against the Owner or the Design Consultant, or their employees, agents, or representatives,
  - .2 faulty, defective or non-conforming Work discovered or appearing after Substantial or Final Completion,
  - .3 failure of the Work to comply with the requirements of the Contract Documents,
  - .4 terms of any warranties contained in or required by the Contract Documents,

- .5 damages incurred by the Owner resulting from lawsuits brought against the Owner, the Design Consultant, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, Sub-subcontractors, or any of their employees, agents or representatives, or
- .6 fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of work but discovered by Owner after Final Payment.
- 8.8.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

#### 8.9 LIQUIDATED DAMAGES

- 8.9.1 Should the Contractor fail to substantially complete the Work 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, as Substantial Completion liquidated damages the daily amount stated in the Supplementary Conditions 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 work 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.
- 8.9.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Contractor shall pay or Owner will retain the daily amount stated in the Supplementary Conditions as Final Completion Liquidated Damages from the compensation otherwise to be paid to the Contractor. 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 the deficient work, the disruption to the school and the learning environment, the cost of contract management time and resources, administration time, and the inability to use the facilities fully. This amount is in addition to the liquidated damages prescribed above for Substantial Completion.
- 8.9.3 The amount of liquidated damages set forth in the corresponding Supplementary Conditions shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined above. 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.
- 8.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK
- 8.10.1 Should the Project, or any portion thereof, be incomplete for Substantial or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Project, nor shall the Contractor interfere in any way with said normal full use of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Project, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion and property insurance coverage, unless specifically altered by the Owner in writing. Such occupancy by the Owner shall not, in itself, constitute Substantial or Final Completion.

## END OF ARTICLE 8

## ARTICLE 9

#### **INSURANCE AND BONDS**

9.1.1 CONTRACTOR'S INSURANCE AND BONDS

The Contractor shall purchase and maintain in companies properly licensed by the Insurance Department of the State of North Carolina and acceptable to the Owner such insurance as will protect him, the Owner, and the Owner's agents, representatives, and employees from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include:

- 9.1.1.1 Worker's Compensation including Occupational Disease and Employer's Liability Insurance
  - .1 Statutory Amount and coverage as required by State of North Carolina Worker's Compensation laws
  - .2 Employer's Liability \$1,000,000 Each Accident \$1,000,000 Policy Limit \$1,000,000 Each Employee
- 9.1.1.2 Commercial General Liability (Occurrence Form) The Contractor shall provide during the life of this Contract such Commercial General Liability (Occurrence Form) Insurance as shall protect Contractor and any Subcontractor performing work under this Contract from claims for damages for Bodily Injury including accidental death, as well as from claims for Property Damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. This insurance shall be on the Standard Insurance Services Office, Inc. (ISO) Commercial Liability Occurrence Form. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, **contractual liability** and completed operations with limits not less than those stated below:

A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:

- \$2,000,000 General Aggregate (except Products Completed Operations) Limit
- \$2,000,000 Products Completed Operations Aggregate Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 Each Occurrence Limit
- 9.1.1.3 Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting, where necessary.
- 9.1.1.4 Completed Operations Liability: Continuous coverage in force for one year after completion of Work.
- 9.1.1.5 Commercial Automobile Insurance, including coverage for owned, non-owned and hired vehicles with limits not less than a Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.
- 9.1.1.6 Umbrella Liability Insurance: Policy to 'pay on behalf of the Insured' with Limits of Liability: \$1,000,000.
- 9.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Failure to provide such notice shall not limit the liability of the Insurer, its agents or representatives.
- 9.3 All insurance policies required in this Article, except Worker's Compensation and Commercial Automobile, shall name the Owner as additional named insured for the insurance.
- 9.4 Contractor shall not commence work under this Contract until he has obtained all the insurance and bonds required under Article 9 of this Contract and until such insurance and bonds have been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Contractor hereunder.

- 9.5 The Commercial General Liability and Workers Compensation Policies provided by Contractor shall have endorsements waiving subrogation against Owner.
- 9.6 PROPERTY INSURANCE. Contractor shall provide the following property insurance through at least Substantial Completion of the Project:
- 9.6.1 Unless stated otherwise in the Supplemental Conditions, Contractor shall purchase and at all times maintain such insurance as will protect Contractor, Owner, Subcontractors and Sub-subcontractors from loss or damage to Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished work until Final Completion. This insurance shall be in the form of 'Builder's Risk Covered Cause of Loss Form' to include, but not limited to, theft, collapse, earth movement and flood. Any deductible provision in such insurance shall not exceed \$5,000.00. Notwithstanding any such deductible provision, Contractor shall remain solely liable for the full amount of any item covered by such insurance.
- 9.6.2 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor, and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use shall not be unreasonably withheld.
- 9.7 Owner shall be under no obligation to review any Certificates of Insurance provided by Contractor, or to check or verify Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by Contractor not comply with any and all requirements regarding insurance imposed by the Contract Documents regarding insurance imposed by the Contract Documents.
- 9.8 All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or a similar rating company with a minimum of an "A-" rating.

#### 9.9 PERFORMANCE AND PAYMENT BONDS

"If required by law, or in the Supplemental Conditions or the Contract Documents, Contractor must provide performance and payment bonds each in the amount of the Contract Sum. Such bonds shall be on forms acceptable to Owner and issued by surety companies licensed to do business in North Carolina and having a rating of at least AM Best "A" rating. Contractor may, at its option, make deposit in the form of certified check with Owner in lieu of the performance and payment bonds in an amount equal to the Contract Sum for each such bond, for a total of 200% of the Contract Sum."

9.10 Risk of Loss: Contractor shall bear the risk of loss in the event that any of the Work is stolen, lost, damaged or destroyed prior to the Final Completion of the Work, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner. If any of the Work is stolen, lost, damaged, or destroyed prior to Final Completion, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner. If any of the Work is stolen, lost, damaged, or destroyed prior to Final Completion, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner, due to any reason except the intentional or reckless acts of Owner or Owner's authorized agents, Contractor shall bear the full cost of repairing or replacing all such Work, including all equipment and materials. Contractor should purchase his own insurance to cover this risk if required by the Contract Documents or otherwise if the Contractor so chooses.

#### END OF ARTICLE 9

## ARTICLE 10

### **CHANGES IN THE WORK**

#### 10.1 CHANGE ORDERS/CONSTRUCTION CHANGE DIRECTIVE

- 10.1.1 The Owner may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract.
- 10.1.2 A Change Order is a document executed pursuant to this Article when the Owner and Contractor agree to Changes in the Work, the Contract Sum, the Contract Time and any other change in the Contract by written agreement signed by Owner, Contractor and Design Consultant designated or indicated to be a Change Order. If the Contractor, subsequent to the issuance of a Construction Change Directive, agrees to its terms including any applicable adjustment to the Contract Sum and Contract Time, Contractor shall sign it and it shall become a Change Order.
- 10.1.3 A Construction Change Directive is a written order prepared by the Design Consultant and signed by the Owner and Design Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.
- 10.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.
- 10.2.1 If the Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

If the Owner elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum Proposal which shall be submitted by the Contractor to the Owner within seven (7) days of the Contractor's receipt of a request therefore (but the Owner's request for a lump sum Proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's Proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor or material total will be acceptable) and shall be accompanied by signed Proposals of any Subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The Proposal shall also include the Contractor's estimate of the time required to perform said changes. The Contractor shall provide any documentation that may be requested by the Owner or Design Consultant to support the change proposal, including but not limited to payroll records, insurance rates, material quotes, and rental quotes. The Change Proposal Forms attached as Appendix B shall be used to submit change proposals on the Project.

The portion of the Proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime time, if overtime is anticipated, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen). Payroll costs are limited to 39% of the net pay of the worker.

The portion of the Proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to

include all small tools), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published rates), plus up to eight percent (8%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. The Contractor shall provide an itemized breakdown of all transportation and shipping costs, including receipts documenting the expenses. Notwithstanding the above, overhead and profit shall not be applied to any sales tax paid for any purpose or to any transportation or shipping costs incurred by the Contractor or any subcontractor. If any of the items included in the lump sum Proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

The lump sum Proposal may include up to eight percent (8%) of the amount which the Contractor will pay to any of its Subcontractors for Changes in the Work as overhead and profit for the Contractor. The Contractor shall not be reimbursed for the costs of the Subcontractors' Payment and Performance Bonds, as such bonding is not required by the Owner.

- 10.2.2 In the event that (1) the parties are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's Proposal and the Owner does not elect to have the Change in the Work performed on a time and material basis, (2) the Contractor fails to submit his Proposal within the designated period, or (3) the Work needs to begin immediately, the Owner may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based upon its own estimates, the Contractor's submission or a combination thereof. A Construction Change Directive shall be issued in this case for the amounts of cost and time determined by the Owner and shall become final and binding upon the Contractor, subject to Contractor's right to dispute such action in accordance with Paragraph 10.9. Owner has the right to direct by Construction Change Directive a Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of the performing the Construction Change Directive, shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.
- 10.2.2.1 The Owner reserves the right to reject the Contractor's Proposal for a Change in the Work and to elect to perform said Work using a Separate Contractor. Under such circumstances, all provisions of Article 6 shall be in force.
- If the Owner elects to have the Change in the Work performed on a time and material basis or on a time and 10.2.3 material basis with a not to exceed amount, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit (except that said fifteen percent (15%) shall not be applied against any payroll costs, as set forth in Paragraph 10.2.1.). If the Owner and Contractor agree upon a not to exceed amount, it shall be clearly identified in the Change Order or change proposal form and shall be the maximum amount paid by the Owner for the identified work. The Contractor shall submit to the Owner daily time and material tickets, on a daily basis to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any Claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.
- 10.2.3.1 The Contractor may only bill for all or a portion of work performed on a time and material basis if the work has

been completed, accepted and properly documented to the Owner and Design Consultant's satisfaction.

10.2.4 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically provided in Section 10.2. Overhead and profit, as allowed under Section 10.2, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to Section 10.2.

### 10.3 CONTRACTOR NOTICE OF CHANGE

- 10.3.1 If the Contractor or any of its Subcontractors asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's or its Subcontractors' cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the Contractor shall, within ten (10) days of such event, give the Owner written notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.
- 10.3.2 If the Contractor intends to assert a claim under this Article, he must, within ten (10) days after receipt of a written Change Directive under Subparagraph 10.2.1 above or the furnishing of a written notice under Subparagraph 10.3.1, submit to the Owner a written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under Subparagraph 10.3.1 above. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any. The Contractor and its subcontractors shall not be entitled to reimbursement for any claims that are not filed in strict conformance with this Article. The Contractor shall indemnify and hold the Owner harmless against any claims by Subcontractors that are waived because they are not filed in strict conformance with this Article.
- 10.3.3 If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the Owner shall make a unilateral determination as described in Article 10.2.2. The Contractor shall proceed pursuant to the provisions of that Article.

## 10.4 GENERAL PROVISIONS RELATED TO CHANGES

- 10.4.1 The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 10, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Article 10, unless the delay is caused solely by the Owner or its agent. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. The phrase "Owner or its agent" as used in this Agreement, does not include the Prime\_Contractors or their Subcontractors.
- 10.4.2 No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change or commencement of the change by the Contractor.
- 10.5 CHANGES REQUIRING A DECREASE IN CONTRACT SUM.
- 10.5.1 If the Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days of the Owner's request and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices

stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner in its reasonable judgment, plus fifteen percent (15%) thereof as overhead and profit.

#### 10.6 DISPUTES REGARDING CHANGES.

10.6.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

### 10.7 MINOR CHANGES IN THE WORK

- 10.7.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.
- 10.7.2 The Contractor shall not perform any changes in the Work unless authorized in writing by the Design Consultant or Owner.

## 10.8 DIFFERING SITE CONDITIONS

10.8.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner and the Design Consultant shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the drawings or indicated in the specifications, they shall at once make such changes in the drawings and/or specifications as they may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner nor the Design Consultant shall be liable or responsible for additional work, costs or changes to the work due to material differences between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review.

## 10.9 CLAIMS AND DISPUTE RESOLUTION

- 10.9.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, 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 from the Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the Contractor.
- 10.9.2 Time Limits on Claims. Claims by Contractor must be initiated within 10 days occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later, but in no event subsequent to the Contractor's final payment application. Claims must be initiated by written notice to the Design Consultant (if there is one) and the other party.
- 10.9.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as otherwise provided in the Contract Documents, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

- 10.9.4 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property when the giving of such notice would increase the risk of injury or damage to persons or property.
- 10.9.5 Claims for Additional Time. If the Contractor wishes to make Claim for an extension of the dates set for Substantial or Final Completion, 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. Contractor bears the burden of proving it is entitled to an extension of time. Unless Contractor meets this burden, Liquidated Damages shall be assessed automatically.
- 10.9.6 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 relevant period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- 10.9.7 Resolution of Claims and Disputes. Claims, including those alleging an error or omission by the Design Consultant, shall be referred initially to the Design Consultant for decision, if there is a Design Consultant with Contract Administration duties which include Claims resolution; otherwise, such Claims by Contractor shall initially be referred to the Owner. An initial decision by such Design Consultant (or Owner as applicable) shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Consultant (or Owner as applicable) with no decision having been rendered. The Design Consultant (or Owner as applicable) will not decide disputes between the Contractor and persons or entitles other than the Owner.
- 10.9.8 The Design Consultant (or Owner as applicable) will review Claims and within ten days of the receipt of the 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 Design Consultant is unable to resolve the Claim if the Design Consultant lacks sufficient information to evaluate the merits of the Claim or if the Design Consultant concludes that, in the Design Consultant's sole discretion, it would be inappropriate for the Design Consultant to resolve the Claim.
- 10.9.9 Upon receipt of the response or supporting data, if any, the Design Consultant (or Owner as applicable) will either reject or approve the Claim in whole or in part.
- 10.9.10 The Design Consultant (or Owner as applicable) will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties or any change in the Contract Sum or Contract Time, or both. The approval or rejection of a Claim by the Design Consultant (or Owner as applicable) shall be final and binding on the parties but subject to mediation and litigation.
- 10.9.11 When a written decision of the Design Consultant (or Owner as applicable) states that (1) the decision is final but subject to mediation and litigation and (2) a demand for mediation of a Claim (if required by Owner's Dispute Resolution Procedures) or the commencement of a lawsuit (if mediation is not required as a pre-condition to litigation in Owner's Dispute Resolution Procedures) covered by such decision must be made or done within 30 days after the date on which the party making the demand (or filing the lawsuit) receives the final written decision, then failure to demand mediation in writing (if required) or file the lawsuit within said 30 days' period shall result in the Design Consultant's (or Owner's as applicable) decision becoming final and binding upon the Owner and Contractor. If the Design Consultant (or Owner as applicable) renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.
- 10.9.12 In the event of a dispute, the Owner, Contractor, and other parties involved in the Project shall utilize the Dispute Resolution Procedures adopted by Owner pursuant to N.C.G.S. §143-128(g), if applicable. Owner's Dispute Resolution Procedures are as follows:

These Procedures are applicable to the resolution of disputes with amounts in controversy in excess of \$15,000.00 arising between or among any parties involved in Owner's construction and repair Projects,

including the Design Consultant and the Contractors, and the first and lower tier subcontractors, on Claims arising out of the contract or construction process. In no event shall the Owner be subject to arbitration proceedings pursuant to these Procedures. Unless otherwise specified in these Procedures, if there is any conflict between these Procedures and the other provisions of the Contract Documents, the terms of these Procedures control.

Any Claim as defined in the Contract Documents or any dispute between parties to a construction contract involving the Project, other than the Owner's claims, except those Claims which are waived shall be subject to nonbinding mediation as a condition precedent to the institution of legal proceedings by any party, except that any party may institute legal proceedings in order to meet any applicable statute of limitations or similar deadlines prior to engaging in nonbinding mediation.

The parties shall endeavor to resolve their claims by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be in accordance with rules established by Owner if Owner is a party to the mediation. If Owner is not a party to the mediation, the mediation shall be conducted in accordance with rules established by the parties to the mediation. The parties to the mediation shall share the cost of mediation 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.

10.9.13 All suits in law or equity between the Owner and the Contractor arising out of the Contract shall be heard in the appropriate court of justice in the county where the Project is located.

### END OF ARTICLE 10

## ARTICLE 11

### CORRECTION OF WORK

#### 11.1 CORRECTION OF WORK

- 11.1.1 The Contractor shall promptly reconstruct, replace or correct all Work rejected by the Design Consultant as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Design Consultant's and the Owner's additional construction management services made necessary thereby.
- 11.1.2 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such work in place at his own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.
- 11.1.3 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by separate contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or (2) terminate this Contract for default as provided in Paragraph 12.3. If the Contractor does not pay the cost of such replacement or correction and the removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for additional services of the Design Consultant and the Owner made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

- 11.1.4 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.
- 11.1.5 Nothing contained in this Paragraph 11.1 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

# END OF ARTICLE 11

# ARTICLE 12

## **TERMINATION OF THE CONTRACT**

### 12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Design Consultant, terminate the Contract and recover from the Owner payment on a quantum merit basis, for all Work executed. The Contractor shall not be entitled to collect and hereby expressly waives, any profit on work not performed or any damages related to that portion of the Contract, which has been terminated.

## 12.2 TERMINATION FOR CONVENIENCE OF THE OWNER

12.2.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 12.4. Contractor shall include termination clauses identical to Article 12 in each of his Subcontracts.

## 12.3 DEFAULT TERMINATION

- 12.3.1 Subject to the provisions of Paragraph 2.3.1, ten (10) days after written notice is mailed to the Contractor, the Owner may terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by contract or otherwise in any one of the following circumstances:
  - .1 if the Contractor 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;
  - .2 if the Contractor is in material default in carrying out any provisions of the Contract for a cause within his control;
  - .3 if the Contractor fails to supply a sufficient number of properly skilled workmen or proper equipment or

materials;

- .4 if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, unless he otherwise provides the Owner satisfactory evidence that payment is not legally due;
- .5 if the Contractor disregards laws, permits, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;
- .6 if the Contractor substantially violates any provisions of the Contract Documents; or
- .7 if the Contractor 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.
- 12.3.2 If, after the Contractor has been terminated for default pursuant to Paragraph 12.3, it is determined that none of the circumstances set forth in Subparagraph 12.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 12.2 In such case, the Contractor's sole remedy will be the costs permitted by Article 12.4.
- 12.3.3 If the Owner so terminates the employment of the Contractor, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation is to be paid to the Contractor hereunder shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative, consultant and inspection services and any damages for delay) such excess shall be paid to the Contractor.
- 12.3.4 If such expenses shall exceed the unpaid balance, the Contractor shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the Work is partially or fully terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the Work and necessary for the completion of the Work. If the Owner does not fully terminate the right of the Contractor to proceed, the Contractor shall continue to perform the part of the work that is not terminated.

## 12.4 ALLOWABLE TERMINATION COSTS

- 12.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, then the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Subparagraph 12.4.2, plus a markup of ten percent for profit and overhead on the actual fully accounted costs recovered under 12.4.2; 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.
- 12.4.1.1 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with certification prescribed by the Owner. Such claim 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, he 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 his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination.
- 12.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, the Owner shall pay the Contractor the amounts determined by the Owner as follows:
  - .1 an amount for supplies, services, or property accepted by the Owner pursuant to Clause 12.5.1.6 or sold or acquired pursuant to Clause 12.5.1.7 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; and

- .2 the total of:
  - the cost incurred in the performance of the Work terminated, 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 Clauses 12.4.2.1 or 12.4.2.2.(2);
  - (2) the cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, pursuant to Clause 12.5.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination), which amounts shall be included in the costs payable under (1) above; and
  - (3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Work and for the termination and settlement of Subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the Contract.
- .3 Provided, however, that neither the Owner nor the Design Consultant will be liable for payments to Subcontractors pursuant to Article 12.4.2.2 unless each subcontract contains termination provisions identical to those set forth in Article 12. The Owner and the Design Consultant will not be liable to the Contractor for any costs associated with termination if the subcontract of the party involved does not include the proper termination clauses.
- 12.4.3 In arriving at any amount due the Contractor pursuant to Paragraph 12.4, there shall be deducted the following:
  - .1 all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;
  - .2 any claim which the Owner may have against the Contractor;
  - .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
  - .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 provisions of Clause 12.5.1.7, and not otherwise recovered by or credited to the Owner.
- 12.4.4 The total sum to be paid to the Contractor under Paragraph 12.4 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 Subparagraph 12.4.2, 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 Clause 12.5.1.7.
- 12.4.5 If the Owner terminates the whole or any part of the Work pursuant to Paragraph 12.3, 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.
- 12.5 GENERAL TERMINATION PROVISIONS

- 12.5.1 After receipt of a notice of termination from the Owner, pursuant to Paragraph 12.2 or 12.3, and except as otherwise directed by the Owner, the Contractor shall:
  - .1 stop Work under the Contract on the date and to the extent specified in the notice of termination;
  - .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;
  - .3 terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
  - .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 his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - .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 he may require, which approval or ratification shall be final for all the purposes of this Article;
  - .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;
  - .7 use his 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 Clause 12.5.1.6; 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;
  - .8 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
  - .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.
- 12.5.2 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 his 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.

- 12.5.3 If the termination, pursuant to Paragraph 12.2, 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 six (6) months from the effective date of the notice of termination.
- 12.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 12.4.
- 12.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 12.

## END OF ARTICLE 12

### **ARTICLE 13**

## FEDERALLY FUNDED PROJECTS

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for this project have the below provisions of this section their contracts. Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the Owner to issue a cancellation notice to the Contractor. In the event of a conflict between this section and any other provision in this Agreement, the parties agree that this section shall prevail.

### 13.1 REMEDIES FOR BREACH.

The Owner reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of contract by either party.

### 13.2 TERMINATION FOR CAUSE AND FOR CONVENIENCE BY OWNER.

The Owner reserves the right to immediately terminate this Agreement in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified by this Agreement and/or an IPPA; (2) make any payments owed; or (3) otherwise perform in accordance with the Agreement and/or the IPPA. The Owner also reserves the right to terminate the Agreement immediately, with written notice to Contractor, for convenience, if the Owner believes, in its sole discretion that it is in the best interest of the Owner to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the Owner as of the termination date if the Agreement is terminated for convenience of the Owner. The award of this Agreement is not exclusive and the Owner reserves the right to purchase goods and services from other vendors when it is in the best interest of the Owner.

## 13.3 EQUAL EMPLOYMENT OPPORTUNITY.

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the Owner pursuant to this Agreement that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

## 13.4 DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148).

During the term of this Agreement, including any IPPAs issued pursuant to this Agreement, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, Contractor

shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week, unless employees voluntarily agree to a different schedule. The Owner will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Owner will report all suspected or reported violations to the Federal awarding agency.

#### 13.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 13.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

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

13.7 CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387) COMPLIANCE.

The Contractor certifies that during the term of an award for all contracts by the Owner associated with this Agreement in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 13.8 DEBARMENT AND SUSPENSION.

Contractor certifies that during the term of an award for all contracts by the Owner associated with this Agreement, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

## 13.9 COMPLIANCE WITH BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).

When federal funds are expended by the Owner for a contract exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of all contracts by the Owner associated with this Agreement, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

## 13.10 COMPLIANCE WITH SOLID WASTE DISPOSAL ACT.

In the event the Agreement involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the Agreement will be at least the amount required by applicable specifications or other contractual requirements.

# 13.11 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this Agreement shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

## 13.12 DOMESTIC PREFERENCE.

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### 13.13 RECORDS RETENTION REQUIREMENTS.

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

## 13.14 CERTIFICATION OF NON-COLLUSION STATEMENT.

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

#### 13.15 PROHIBITION ON GIFTS.

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the Agreement and may result in ineligibility for future contract awards.

In witness whereof, each individual executing this agreement acknowledges that he/she/it is authorized to execute this agreement on behalf of his/her/its principle and further acknowledges the execution of this agreement the day and year first written above.

## END OF ARTICLE 13

### END OF GENERAL CONDITIONS

## CONTRACTOR'S SALES TAX REPORT (Appendix A) N.C. STATE & LOCAL SALES TAXES PAID

OWNER: CONTRACTOR: ADDRESS:			PROJECT: FOR PERIOD FROM: TO:					
MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	N.C. TAX	COUNT Y TAX	NAME OF COUNTY
			ΤΟΤΑΙ					
	R:	R: MATERIAL	R: MATERIAL INVOICE	TO: MATERIAL INVOICE	MATERIAL PURCHASED       ADDRESS       INVOICE NUMBER       DATE       INVOICE AMOUNT         Image:	MATERIAL PURCHASED       ADDRESS       INVOICE NUMBER       DATE       INVOICE AMOUNT       TAXABLE AMOUNT         Image:	MATERIAL PURCHASED       ADDRESS       INVOICE NUMBER       DATE       INVOICE AMOUNT       TAXABLE AMOUNT       N.C. TAX         Image:	MATERIAL PURCHASED       ADDRESS       INVOICE NUMBER       INVOICE DATE       INVOICE AMOUNT       TAXABLE AMOUNT       N.C. TAX       COUNT 

I hereby certify that, during the period stated above, all North Carolina sales and use taxes have been paid for the materials, supplies, fixtures, and equipment purchased during that period which have become a part of, or annexed to, a building or structure erected, altered or repaired for the Owner. I further certify that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above during the time period noted above.

Sworn to and subscribed before me,

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Seal

Signed: \_\_\_\_\_

Print Name:

Notary Public

Title:\_\_\_\_\_

My Commission Expires:

## CHANGE PROPOSAL FORM Time and Material / Unit Price Estimate

Project:	Proposal #:
Contract:	Project #:
Contractor:	Contractor #:

## **Description of change:**

Materials & Labor	SUBTOTALS
Estimated cost of labor & materials including shipping, overtime, payroll taxes and insurance, and overhead and profit.	
Maintain accurate records for billing purposes.	
Unit Price Work	
Estimated quantity of units required less allowance units not used, times the established unit cost.	
Maintain accurate records for billing purposes. Third party records may be required.	
Equipment Rental	
Estimated cost of equipment rental including shipping, taxes and overhead and profit. Maintain accurate records for billing purposes.	
Subcontractors	
Estimated cost of subcontracts including all subcontractor expenses.	
Maintain accurate records for billing purposes.	
Subtotal of Proposa	l

## \* TOTAL NOT TO EXCEED CHANGE PROPOSAL ESTIMATE

Time Extension Requests: \_\_\_\_day(s) Schedule Activity # Affected: \_\_\_\_

The Contractor agrees to perform the work outlined in this change proposal for an amount that shall not exceed the amount stated above and in accordance with the Contract documents if the work is authorized by the Owner. If the price to perform the work is expected to exceed the above stated amount, a new change proposal form for the additional work is required.

\* Actual amount paid will be based on actual documented expenses.

Contractor's Signature:	Date:
Approval Recommended by Design Consultant:	Date:
Owner's Representative Approval:	Date:

## Appendix B-2

## **CHANGE PROPOSAL FORM**

Project:	Proposal #:	
Contract:	Project #:	
Contractor:	Contractor #:	

**Description of change:** 

Materials (Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)	SUBTOTALS
1 Total Direct Cost of Materials	
2 Overhead & Profit on Item 1.	
(15% maximum, includes small tools & consumables)	
3 Sales Tax	
4 Shipping & Transportation	
Labor	
5 Total Manhours: MH @ /hr.	
6 Overhead & Profit on Item 5.	
(15% maximum on straight labor cost, not premium portion)	
(O & P includes supervisor's time)	
7 Payroll Taxes & Insurance %	
Equipment Rental (Include quotes)	
8 Equipment Rental	
9 Overhead & Profit on Item 8 (6% maximum).	
Subcontractors (Include quotes with material & equipment backup)	
10 Subcontractors	
11 Overhead & Profit on Item 10 (6% maximum).	

Subtotal of Proposal

## TOTAL OF CHANGE PROPOSAL

Time Extension Requests: \_\_\_\_\_ day(s) Schedule Activity # Affected: \_\_\_\_\_

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature:	Date:
Approval Recommended by Design Consultant:	Date:
Owner's Representative Approval:	Date:

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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:

[Insert any modifications if necessary]

## ARTICLE 3 – CONTRACTOR

ADD THE FOLLOWING TO PARAGRAPH 3.21:

3.21 The Owner's policies are available for review at www.\_\_\_\_\_.

## 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 \_\_\_\_\_\_.

## ARTICLE 8 – PAYMENTS AND COMPLETION

ADD THE FOLLOWING TO PARAGRAPH 8.9:

8.9.1 Substantial Completion Liquidated Damages shall be the sum of five hundred dollars (\$1000) 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 five hundred 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.

> Notice of Intent to Award – [TBA] Return of Owner Contractor Agreement by Contractor – [TBA] Notice to Proceed – [TBA] Substantial Completion – 210 days following Start Date, per Additional Conditions 01013 Completion of all Commissioning – 210 days following Start Date, per Additional Conditions 01013 Final Completion – 270 days following Start Date, per Additional Conditions 01013

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 \_\_\_\_\_\_ dollars (\$\_\_\_\_\_) 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 Policy (www. .com). 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 <u>GENERAL</u> <u>CONDITIONS AND SUPPLEMENTARY CONDITIONS</u>.

### 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 contaminates 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.
- 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 rail 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 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: The 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 following Start Date: The General Contractor shall complete their own construction review list and provide written statement stating as such to the Architect for all work, including finish grading, seeding, fertilizing and mulching all areas disturbed by construction activities.
- 3. Substantial Completion 210 days following Date: The General Contractor will confirm in writing to the Architect that they have completed the Architect's construction review list (liquidated damages incurred).
- 4. Final Completion 270 days following Date: General Contractor shall complete any remaining construction review items issued by Architect's (additional liquidated damages incurred).

### LIQUIDATED DAMAGES

For each day in excess of the number of days allowed to complete construction under 8.1.5, for each scheduled date, the Contractor shall pay to the Owner the sum of \$1000, 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 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.

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

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

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include

the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319</u>, <u>12935</u>, <u>3 CFR Part</u>, <u>1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR</u> <u>180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),

"Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (J) See <u>§ 200.323</u>.
- (K) See <u>§ 200.216</u>.
- (L) See <u>§ 200.322</u>.

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

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 CLASSROOM ADDITION TO NORTH DUPLIN JR.-SR. HIGH SCHOOL, Duplin County Schools, North Carolina as shown by the drawings and as specified herein.

#### CONSTRUCTION SCHEDULE

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

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

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

### CONTRACTS

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

#### PAYMENTS

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

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

## CONSTRUCTION PROCEDURES

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

- 1. The Site Work 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 Site Work 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 Site Work 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. Tool sheds and storage areas for all contractors shall be set within the limits of the site area designated and approved by the Owner.
- 6. All Contractors shall submit within twenty (20) days from the date of the Notice to Proceed a complete list of all subcontractors and material suppliers (including addresses), that they propose to use on this Project for Architect's and Engineer's approval.
- 7. All Contractors are requested to furnish the Architect with the name of their project manager, safety manager, and job foreman or superintendent who will be in charge of the work. These men will not be changed during the course of construction without prior notice to the Architect. Furnish Architect and Owner with name and home telephone number of job superintendent and project manager for emergency contact.
- 8. Architect will hold monthly meetings at the project site on a day and time to be determined. Each Contractor shall have his job superintendent and project manager present. The purpose of these meetings is to evaluate progress, resolve problems, and in general to help expedite construction. Meeting representatives must have authority to act on behalf of the Contractor.
- 9. See Specifications, Division 1, General Requirements, for information relative to the following:
  - a. Schedules and Reports
  - b. Samples and Shop Drawings
  - c. LEED Requirements (THIS IS NOT A LEED PROJECT)
  - d. Temporary Facilities and Controls
  - e. Cleaning Up
  - f. Project Close Out
- 10. To expedite handling paperwork, the following procedures shall be used:
  - a. Shop drawings and product submittals shall be submitted electronically via e-mail, in non-editable format PDFs. Electronic submittals e-mail subject line will contain the project name, specification number, and product name.
  - b. Each Contractor shall submit to the Architect a cost breakdown of his contract on standard AIA form 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 submit to the Architect by the first of the following month his Application for Payment on standard AIA form or replica in PDF digital format. 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. <u>Include insurance certificates and certificates verifying storage in bonded warehouse with Application for Payment of such materials.</u>
- f. Submit copy of Building Permit prior to or with submission of first Pay Application. Payments will be withheld until permit copy is submitted.
- 11. All materials and submittal data must be approved before Contractor proceeds with installing such items in the Project. All materials requiring color selection shall be submitted together. An incomplete color schedule will not be issued. <u>All</u> material samples must be submitted in order to make a complete, coordinated schedule.
- 12. Materials and compaction testing company shall be selected by the Owner. The Architect will notify the Contractor of the company and of the specific testing to be done. Based on these instructions, the Contractor will be responsible for notifying the testing company of individual tests to be made.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. Working Schedule: Working hours shall be coordinated among all Prime Contractors. Advise Owner and Architect.
- 18. 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.
- 19. 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.
- 20. Record Drawings: One (1) complete set of working drawings will be maintained on the job site by the General Contractor. If any changes or deviations from these drawings are made by any

Contractor, such Contractor shall indicate the change on the drawings using colored pencils or ink.

- 21. 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.
- 22. Smoking is prohibited and not allowed on the construction site property.

## DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

#### 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 is 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 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 PDFs, submitted via e-mail. Electronic submittals e-mail subject line will contain the project name, specification number, and product name.

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

Contractors shall make all submittals promptly after award of contract. Submittals requiring color selection shall be made no later than 60 days after award of contract.

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

### OWNER SYSTEM TRAINING SESSIONS

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

#### TEMPORARY FACILITIES

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

Temporary Utilities – Temporary utilities and temporary facilities are provided by the contractor requiring the utilities and facilities.

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.

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 Site Work 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. <u>All finished</u> <u>surfaces shall be cleaned, polished, waxed and left in first class condition</u>.

### CONSTRUCTION WASTE MANAGEMENT: WASTE AND RECYCYLING

The Site Work and General Contractors 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 Site Work and 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 contractor or contracted service. If the contracted service provides off-site sorting services, then waste may be commingled on site per the contracted services specifications. If commingling on site is not permitted, then containers are to be provided for the following materials:

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

## PROJECT CLOSEOUT

Prior to issuance of a Certificate of Final Payment, unless otherwise noted, each Prime Contractor will be required to deliver to the Architect the following items, in non-editable electronic PDF format, indexed with a <u>hyperlinked Table of Contents</u>. All professional seals shall be inked 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 (3) copies of Final Application for Payment, AIA Documents and Final Sales Tax Report Summary collated and stapled together.
- 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 in triplicate 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 in triplicate 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 and bound in the 3-ring binders.
- 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 and bound in the 3-ring binders.

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

END OF SECTION

- 1. **<u>CONFLICT OF GRADE</u>**: It is intended that the water mains be installed with a minimum of 36"inch cover, but the contractor is notified that he will be required to install the water mains with more than 36-inch cover as required in order to avoid conflicts.
- 2. **<u>THRUST RESTRAINT</u>**: Concrete blocking shall be installed as required at all tees, bends, etc., for all pipes unless otherwise directed. No separate payment shall be made for thrust restraint.
- 3. <u>CONNECTION TO AHJ (Authority Having Jurisdiction) OWNED FACILITIES</u>: No connection to or alteration (including operation of valves, hydrants, etc.) of the AHJ (Authority Having Jurisdiction) facilities shall be performed without the AHJ specific approval. All pipe, valves, taps, fittings, etc. which could possibly contaminate the AHJ's facilities shall be thoroughly disinfected prior to their use. Excavations for such connections shall be kept completely dewatered and the utmost care exercised to avoid contamination of AHJ owned facilities.
- SALVAGE OF AHJ OWNED FACILITIES: When project work results in removal of AHJ owned facilities and equipment, the Contractor shall be required to deliver those facilities or equipment undamaged to the AHJ's Operation Center, if requested to do so by AHJ.

## 5. NOTIFYING UTILITIES COMPANIES:

- 5.1 In accordance with the Underground Damage Prevention Act, the Contractor shall, within a time frame of not less than 2 or no more than 10 working days prior to the start of any excavation within any public right of way or private easement areas owned by a utility company, notify each utility owner having underground utilities in the area to be excavated of the following information:
  - 1. Name, address, and telephone number of the person serving the notice.
  - 2. Name, address, and telephone number of the company that will be performing the excavation.
  - 3. Anticipated starting date of the excavation and duration.
  - 4. Type of excavation to be conducted.
  - 5. Location of excavation.
  - 6. Whether or not explosives will be used.
- 7. Contractor shall notify NC One Call, Greensboro, N.C. at least 48 hours prior to commencing construction in order that existing utilities in the area may be flagged or staked. The toll-free number is 1-800-632-4949. This service will in no way relieve Contractor of his responsibility to protect and maintain all existing utilities in an operational manner. Utilities location by NC One Call is not valid after the expiration of a 10-day period beginning on the date of such location.
- 5.2 **<u>Responsibilities during Construction</u>**: In addition to serving notice of intent to perform excavation, the Contractor shall:

1. Plan the excavation to avoid damage and to minimize interference with underground utilities in and near the construction area to the best of his abilities;

2.Maintain a clearance between an underground utility and the cutting edge or point of any mechanized equipment, taking into account the known limit of control of that cutting edge or point, as is reasonably required to avoid damage; and

3. Provide support for the underground utilities in or near the construction area, including backfill, as may be reasonably required by the utility owner for the protection of the underground utilities.

4. When excavation by the Contractor results in known damage to an underground utility, the Owner of the utility shall be notified immediately and the utility given a reasonable time in which to repair the damage before the Contractor proceeds with excavation in the immediate area of the damage.

5.3 **Responsibility of Utility**: Once notified, each utility must, prior to the day designated by the

Contractor as the anticipated start date, provide the Contractor with the following information:

1. The location of the utility;

2. The location and description of all utility markers;

3. Any other information that would assist in locating the utility, including temporary markers when necessary.

5.4 **Failure to Respond**: If the utility fails to respond to the Contractor's notice or fails to properly locate its underground utilities, the Contractor is free to proceed with excavation. Neither the Contractor nor Owner is liable for damage to utilities if the Contractor exercises due care.

## 6. **CONSTRUCTION STAKE-OUT**:

The construction staking shall be performed by a Registered Land Surveyor at least twenty-four (24) hours and three hundred feet (300') in advance of construction and shall identify the party responsible for payment for same.

The staking will include waterline, valves and fire hydrant stakeout; sanitary sewer stakeout; water and sewer services; rough grade staking; curb and gutter staking; storm drainage structure staking.

- 7. **TRAFFIC CONTROL**: The Contractor shall be responsible for maintaining an approved traffic control plan during the course of this work. The traffic control plan implemented for this project shall be devised through a joint effort of the NCDOT and the Contractor immediately prior to construction. In all instances, however, the Contractor shall be required to furnish, place, and maintain all signs, barricades, cones, and other traffic handling devices necessary to implement the traffic control plan.
- 8. **PROJECT SCHEDULE**: The Contractor shall be required to furnish an anticipated schedule of work at the time of the pre-construction conference. In addition, the Contractor shall be required to furnish bi- weekly updates of the schedule of work.
- 9. **<u>FINAL CLEAN-UP</u>**: The Contractor shall clear all streets, curbs, gutters, driveways and other contract items of all dirt and debris before final inspection will be made. The Owner will not inspect the improved area until they are cleaned.
- 10. **USE OF A PORTION OF THE WORK**: Whenever, in the opinion of the Engineer, any portion of the work is completed, or is in an acceptable condition for use, it shall be used for the purpose intended. Such use shall not be held in any way as an acceptance of that portion of the work used, or as a waiver of any of the provisions of these specifications. Necessary repairs or renewals in any section of the work due to defective materials, defective workmanship, or natural causes, under the instructions of the Engineer shall be performed by the Contractor at no additional cost to the Owner.
- 11. **SPECIAL AREAS**: Special access to construction other than existing easements or rights-ofways shall be the responsibility of the Contractor and he shall be liable for all special agreements.
- 12. <u>MOBILIZATION</u>: Shall be accomplished in accordance with Section 800 of the N.C. State Highway Specifications for Roads and Structures except that there will be no compensation for mobilization as a line item.
- 13. <u>**TEMPORARY TOILETS**</u>: Provide temporary toilet facilities for use of all workmen. Insure temporary toilet facilities comply with local and State sanitation laws and regulations. Use of existing facilities by Contractor is not permitted.
- 14. **DRAWINGS SHOWING CHANGES DURING CONSTRUCTION**: The Contractor shall maintain a set of plans and specifications marked "Construction Record Drawings". The Contractor shall keep a complete and up-to-date record in red pencil of any and all changes made during

construction. This set of Contract Documents shall be submitted to the Engineer and approved by him prior to the Engineer recommending final payment.

15. **PRECONSTRUCTION CONFERENCE**: Conference shall be held in the AHJ at a designated place, after acceptance of proposals. Engineer will notify Contractor of time and date of meeting.

Prior to commencing any water or sewer extension construction work, the Department Engineer shall be contacted to schedule a preconstruction conference. No construction shall occur until after the preconstruction conference is held.

- 16. **WORK IN NORTH CAROLINA RIGHT-OF-WAY**: A bond shall be posted with the State of North Carolina for ten percent (10%) of the cost of construction within the right-of-way. This bond shall be posted prior to commencement of work.
- 17. **NORMAL WORK HOURS**: Unless special written consent is issued by the AHJ, all construction shall be performed during the regular office hours of the AHJ, i.e. 8:00 a.m. to 5:00 p.m. After hours, holiday, or weekend work should include only such tasks that do not require observation by the AHJ's Representative. Under certain conditions, the AHJ may agree to provide construction observation after hours or on weekends and holidays. The Contractor shall bear the costs of provision of such construction observation.

## 18. **OPERATION OF EXISTING FACILITIES**:

1. The Contractor performing water or sewer extension work shall contact the Department Engineer whenever operation of the AHJ's valves or hydrants is necessary to request scheduling of such operation. The AHJ shall require the Contractor to estimate the length of time service will be interrupted and the number of customers to be affected.

2. Facilities and equipment belonging to the AHJ may not be operated or adjusted without the express permission of the AHJ's Representative. In the case of any emergency, the Contractor shall be allowed to take such steps with valves and hydrants as necessary for the protection of life and property.

3. Valves which control networks not yet accepted but which are connected to the existing system shall be considered system valves. Valves within a network not yet accepted and which do not control the flow of water between new and existing systems are not considered system valves and do not require permission to operate.

4. Notification to the AHJ must be made by the Contractor upon breakage of any AHJ maintained water or sewer line or appurtenance thereof. Repair of the AHJ's facilities shall be made by the Contractor upon approval of the Department Engineer. Any repairs made with AHJ forces will be billed to the contractor at cost.

5. Where interruption of service is required, the AHJ shall be notified to request approval and subsequent scheduling of such interruption. The AHJ shall notify the affected customers should the interruption be approved.

### 19. **Project Close-out**:

- A.. Pre-final Inspection: upon the completion of construction, the Contractor or Developer shall contact the AHJ to schedule a pre-final inspection. A pre-final inspection will not be scheduled until the following requirements are met:
  - a. The work shall be in accordance with the requirements of the AHJ.
  - b. A copy of the final estimate has been submitted and approved by the AHJ.
  - c. The easements and dedicated property required for the work by this Manual have been obtained and are recorded at the Register of Deeds.

- d. The As- built drawings for the work have received the approval of the Department Engineer.
- e. All fees applicable to the project have been received by the AHJ.
- f. When a project includes sewer system extension(s), the AHJ has received certification by a Professional Engineer stating that the sewer system installation conforms with the requirements of the approved Contract Documents as required by Section .0219 of the DEHNR regulations (G.S. 143-215.1).
- g. When a project includes water system extension(s), the AHJ has received certification by a Professional Engineer stating that the water system installation conforms with the requirements of the approved Contract Documents as required by Section .0903 of the NCDHS regulations (G.S. 130A-315; 130A-317).

At the scheduled pre-final inspection, the Department Engineer shall perform a visual inspection in the presence of the representatives of the Contractor and the Engineer. The Engineer or his representative shall prepare a detailed punch list of any deficiencies discovered and provide copies to the Developer, Contractor, and the AHJ. Any defective items noted shall be corrected prior to acceptance.

B. Final Inspection: upon completion of the items on the punch list, the Contractor or Developer shall contact the AHJ to schedule the final inspection. Any remaining defective items shall be noted and corrected prior to acceptance. No service shall be provided prior to project acceptance.

\*\*\*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 following is a list of cash allowances to be provided in bids. Non-fee items include labor, tax, and freight, except as noted. 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.

(\*\* Does not include labor or installation, to be provided by GC, unless otherwise noted)

General Contract:	Testing and Special Inspections 01062:	\$20,000
	Project Sign 01065:	\$3,000
	** Signs & Bldg Equip. 10440:	\$2,000
	Video Monitors with Wall Brackets	\$6,000
	BDA Emergency Responders Radio Coverage system:	\$25,000
	General Allowance (As Directed by The OWNER):	\$50,000

TOTAL \$106,000

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

### MATERIALS ALLOWANCES:

1. Mass undercut for building footprint: General Contractor shall provide in his bid 230 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.

NOTE: THESE MATERIAL ALLOWANCES AND INSTALLATION OF UNIT PRICE MATERIALS 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:

- Proofrolling, Cutting & Filling Operations
- Soil Compaction
- Cast-In-Place Concrete & Reinforcing
- Insulation Thicknesses

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. Refer to Statement of Special Inspections on Structural Drawings.

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

**<u>ABBREVIATIONS AND NAMES</u>**: 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;

AISC

212/699-0400

American Institute of Steel Construction

/100	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
ΑΡΑ	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

216/835-3040

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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)

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	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 33l0 Harrison; Topeka, KS 666ll; 9l3/266-7013
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 6l7/762-4300
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; 203/525-260l
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 PI.; Silver Spring, MD 20910; 30l/587-2204
NRCA	National Roofing Contractors Association 8600 Bryn Marr Aven.; Chicago, II. 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 Istitute 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 110I 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
ТРІ	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, II 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 6060I; 312/332-6502

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 requires 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/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.

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, including temporary weather walls, 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 buildings.

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.

# 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 temporary dust-proof partitions of minimum 4" studs, 5/8" drywall (joints taped and mudded) on occupied side,  $\frac{1}{2}$ " fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.

Provide weatherproof closures for exterior openings resulting from demolition work.

Where ongoing new construction occurs immediately adjacent to occupied portions of the buildings, construct temporary weather-proof partitions of minimum 4" studs, 5/8" drywall (joints taped and mudded) on occupied side,  $\frac{1}{2}$ " fire-retardant plywood, and  $\frac{1}{2}$ " Densglas exterior grade gypsum sheathing with sealed joints, on the construction side, and fill partition cavity with sound-deadening insulation.

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.

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:

<u>Traffic</u>: 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.

<u>Protection of Existing Improvements</u>: 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:

<u>General</u>: 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.

<u>Topsoil</u>: 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.

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

<u>Removal of Improvements</u>: 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.

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

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:

<u>Test Reports-Excavating</u>: 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:

<u>Existing Utilities</u>: 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.

<u>Backfill Materials:</u> 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.

<u>Excavation</u>: 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.

<u>Unauthorized Excavation</u>: 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.

<u>Subgrade</u>: 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.

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

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

<u>Aggregate Base Course</u>: 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.

<u>Structures</u>: 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.

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

# UNIT PRICES

<u>Rock Measurement</u>: 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 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.

<u>Unsuitable Soil Measurement</u>: 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.
- 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.

<u>Structural Geo-Grids</u>: 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:**

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

<u>General Excavation</u>: 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.

<u>Unsuitable Soil Excavation</u>: 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.

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- 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 recompacting, 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.

<u>Mass Rock Excavation</u>: 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 les 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.

<u>Trench Rock Excavation</u>: 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 les 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:**

<u>Roadway Excavation</u>: 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.

<u>Proof Rolling and Undercut Excavation</u>: 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.

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

<u>Stability of Excavations</u>: 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.

<u>Shoring and Bracing</u>: 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.

<u>Dewatering:</u> 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.

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

<u>Excavation for Pavement</u>: 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 piping 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 II, 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.

<u>Cold Weather Protection:</u> Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F (I 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.

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

<u>Ground Surface Preparation</u>: 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.

<u>Placement and Compaction</u>: 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:

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

<u>Percentage of Maximum Density Requirements</u>: 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 materia.

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.

<u>Moisture Control:</u> 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:

<u>General:</u> 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.

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

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

<u>Walks</u>: 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.

<u>Pavements:</u> 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.

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

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

## PAVEMENT SUBBASE COURSE:

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

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

<u>Shoulders</u>: 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.

<u>Placing:</u> 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:

<u>Quality Control Testing During Construction</u>: 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:

<u>Protection of Graded Areas</u>: 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.

<u>Reconditioning Compacted Areas</u>: 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.

<u>Settling</u>: 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:

<u>Removal from Owner's Property</u>: 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).

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

- 1.1 DESCRIPTION: Perform site preparations, excavation, and backfilling of all materials encountered and to the depths required to complete the work as shown on the Drawings.
- 1.2 EXISTING CONDITIONS: Every reasonable effort has been made to provide accurate information on existing site conditions. The Contractor should become familiar with the site and satisfy himself as to the scope of work involved and the materials to be encountered. Any significant change in conditions should be immediately brought to the attention of the Owner's representative.

# PART 2 - MATERIALS

- 2.1 SOILS
- 2.1.1 <u>General</u>: Use soils free of organic matter, refuse, rocks and lumps greater than 4 inches in diameter and other deleterious matter.
- 2.1.2 <u>Classification</u>: For the purpose of this specification, soils to be used as fill material are grouped into seven classes according to soil properties and characteristics.
  - Class I Clean gravel complying with ASTM C33, coarse aggregate No. 57.
  - Class II Clean sand complying with ASTM C33, fine aggregate.
  - Class III Clean gravels and sands complying with ASTM D2487, Types GW, GP, SW, and SP.
  - Class IV Soil mixtures complying with ASTM D2487, Types GM, GC, SM, & SC.
  - Class V Soil mixtures complying with ASTM D2487, Types ML and CL.
  - Class VI Soil mixtures complying with ASTM D2487, Types MH and CL.
  - Class VII Organic soil mixtures complying with ASTM D2487, Types OL, OH & PT.

# **PART 3 – EXECUTION**

- 3.1 GENERAL
- 3.1.1 <u>Familiarization</u>: Prior to commencement of the earthwork, become thoroughly familiar with the site, the site conditions, and all portions of the work specified in this Section.
- 3.1.2 <u>Approvals</u>: Backfilling and grading operations shall not commence until all required inspections, tests and approvals have been completed. Work covered prior to inspection shall be uncovered for inspection purposes and backfilled at no additional cost to the Owner.

## SURFACE PREPARATION

- 3.1.1 <u>Clearing</u>: Areas designated for clearing and required for construction operations shall be cleared of trees, brush, structures and other materials. Trees that are to remain shall be protected during clearing operations and subsequent work.
- 3.1.2 <u>Grubbing</u>: Roots, stumps and other materials shall be grubbed from the cleared areas to a depth of at least 18 inches. Tree stumps shall be grubbed in their entirety, including taproots where applicable.
- 3.1.3 <u>Topsoil</u>: Strip existing topsoil to a depth of 4 inches from areas to be excavated or graded. Stockpile the topsoil in a suitable area for use during final grading operations. Protect the topsoil from erosion.
- 3.1.4 <u>Unsuitable Material</u>: Remove sod, muck or other unsuitable material to firm subsoil in areas designated for filling or grading operations.
- 3.1.5 <u>Disposal</u>: Trees, stumps, roots, rubbish, unsuitable soil or other material resulting from surface preparation shall be removed from the site by the Contractor and disposed of.
  - 3.2 EXCESS WATER CONTROL:
- 3.2.1 <u>General</u>: Grade and maintain all areas of the site to preclude surface runoff into excavations and prevent ponding of water.
- 3.2.2 <u>Dewatering</u>: Excavations shall be kept free of surface water and/or groundwater. Provide and maintain at all times the necessary means and devices to prevent water from entering the excavations and for removing all water entering the excavations.
- 3.3 TRENCHING, BACKFILLING AND COMPACTION FOR UTILITY SYSTEMS
- 3.3.1 <u>General</u>: Refer to specific utility sections in these Specifications for installation requirements. Trench, backfill, and compact as specified except as modified herein.
- 3.3.2 <u>Trenching</u>: Trench widths at and below the top of the pipe shall be the minimum necessary for proper installation. Trench banks above the top of the pipe shall be as vertical as practicable. Over-depth excavation shall be backfilled with suitable bedding material and compacted. The Contractor shall provide, at his expense and as directed by the Owner's testing firm representative, special bedding material or concrete encasement as may be necessary due to over excavation.
- 3.3.3 <u>Depth</u>: Trench to the lines and grades shown on the drawings. Where elevations are not shown, trench to depth sufficient to provide at least 36 inches of cover above the top of pipe, unless otherwise specified. Grade trenches to provide a constant slope free of sags and high spots.
- 3.3.4 <u>Trench Bracing</u>: Properly brace, sheet and support trench walls in strict conformance with all pertinent laws and regulations. Provide adequate bracing and shoring to protect adjacent improvements.
- 3.3.5 <u>Bedding, Haunching, and Initial Backfill</u>:

Storm sewer and sanitary sewer pipe beddings require minimum 6" No. 57 continuous Class I stone bedding material, coordinate thicknesses required with Drawing requirements. Tamp subgrade to provide firm, even bedding. Excavate bedding material to match the shape of the bottom of the pipe and bell, as detailed on the Drawings. Place Class I haunching material so as to provide full bearing around the bottom of the pipe.

Initial backfill shall be Class II, III, or IV placed in 12 inch maximum lifts to a level 12 inches above the top of pipe and compacted to a minimum 95 percent Standard Proctor by the AASHTO - T99 method. Coordinate with Drawings details.

- 3.3.6 <u>Backfill</u>: Backfill the remainder of the trench in accordance with the paragraphs below:
  - 3.3.6.1 Pavement Areas: Compact the subgrade and fill material beneath paved areas and shoulders to a minimum 95 percent Standard Proctor by the AASHTO-T99 method. Compact top 6" of subgrade to 100 percent Standard Proctor by the AASHTO-T99 method.
  - 3.3.6.2 Landscaped Areas: Compact the subgrade and fill to a minimum 90 percent standard proctor by the AASHTO-T99 method.

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 termicide must be currently approved as a termiticide by the N. C. Structural Pest Control Committee.

# PART 3: EXECUTION

# APPLICATION:

9/19/2023

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 <u>commercial</u> 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.

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.

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of 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, sod turf, at general yard areas and athletic fields, <u>maintain</u> and warranty complete installation for one year following acceptance.

All areas of finish grades disturbed or damaged by construction activities shall be completely restored to like new or original 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. Refer to BALL FIELD TURF AND INFIELDS for athletic fields sod requirements.

#### 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 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, refertilize 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.

Hydro-seed 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.

# BALL FIELD TURF AND INFIELDS:

All athletic ballfield areas shall be laser graded and sprigged with Tifton 419 bermuda, or sodded with Tifton 419 bermuda sod as indicated on Drawings. Sprigging operation shall provide for fertilizer and daily irrigation as recommended by plant provider to allow complete grow-in within 90 days. Baseball or softball infields shall be constructed of 4" sand-clay mix, sources and mix ratio to be approved by the Architect.

Sprig Tifton 419, 3" x 3" plugs spaced at 9" apart (12" center to center) in a diagonal pattern. Sprigging to be installed at the required season period to have the necessary growth period for a complete filled in and full stand of turf by project completion date.

Submit to Architect for review and approval, full material product data on athletic field soil testing results, soil materials, soil amendments, planting materials, Planting Plans, and plantings schedule.

# 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.

<u>Turf establishment period shall be defined as minimum three mowing cycles, or as required to produce a</u> <u>stand of turf.</u> 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.

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:

<u>Traffic Control</u>: 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:

<u>Forms</u>: 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.

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

<u>Welded Steel Wire Fabric</u>: 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.

<u>Liquid-Membrane Forming Curing Compound</u>: 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.

<u>Detectable Tactile Warning Surfaces</u>: 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:

<u>General</u>: 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.

<u>Curbs and Gutters</u>: 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:

<u>General</u>: 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.

<u>Exterior Concreted Walks</u>: 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.

<u>Weakened-Plane (Contraction) Joints</u>: 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.

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

<u>Construction Joints</u>: 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.

<u>Fillers and Sealants</u>: Comply with manufacturer's requirements for preparation of joints, materials installation, and performance. Place at all curb and gutter template joints, curb-to-walk transition joints, 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.

# **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 All materials and installation methods shall be in accordance with these plans and specifications and applicable AWWA Standards and the AUTHORITY HAVING JURISDICTION (AHJ) standards and specifications. The Contractor shall obtain from the Owner certificate of approval for the substitution of any material other than those specified. Excavation & backfilling shall conform to TRENCHING AND BACKFILLING FOR UTILITIES.
- 1.2 Current specifications of the American Society for Testing Materials (ASTM) and the American National Standards Institute (ANSI) shall apply in all cases where material is covered by an item in these specifications, and all material used under this contract shall conform fully to these current specifications or be removed from the job at the direction of the Owner. Failure of the Owner to condemn material on preliminary inspection shall not be grounds for acceptance if future defects are found.
- 1.3 Detail or shop drawings of valves and tapping sleeves must be approved by the Engineer prior to installation, or approval of payment for same.
- 1.4 It shall be the contractor's responsibility to notify the Owner and the AHJ at least 24 hours in advance of beginning any construction work on any portion of this project.
- 1.5 Preconstruction Conference: Prior to commencing any water extension construction work, the Department Engineer shall be contacted to schedule a preconstruction conference. No construction shall occur until after the preconstruction conference is held.
- 1.6 Contractor shall be responsible for verifying all elevations, dimensions, locations and sizes of existing facilities in the field prior to construction or ordering materials.
- 1.7 Pipe installation shall be performed only in the presence of the AHJ's Representative, except as authorized by the AHJ.
- 1.8 Backfilling shall be performed only with the approval of a AHJ's Representative.
- 1.9 The Contractor shall construct and maintain all detours, crossings and temporary approaches that may be required during construction. Maintenance shall be in accordance with the applicable features of Section 150 of the N.C. Department of Transportation Standard Specifications.
- 1.10 All PVC water main shall be installed with Detectable marking tape shall be installed in accordance with Section 3. Tape shall be three (3) inches in width with a minimum thickness of 0.5 millimeters (minimum solid center foil thickness of 0.35 millimeters). Color of the tape shall be blue meeting the American Water Works Association color code. Tape shall read: "Caution Buried Water Line Below". Tape shall be manufactured by Lineguard, Inc., Pro-Line Safety Products Co., Empire Level Mfg. Corp., or approved equal.

## 1.11 Property Protection:

- 1.11.1 Trees, fences, poles and all other property shall be protected unless their removal is authorized, and any property not authorized for removal, but damaged by the Contractor shall be restored by the Contractor to the Owner's satisfaction.
- 1.11.2 Signs, mailboxes and other items which must be removed to facilitate construction shall be replaced in a condition equal or better than condition prior to removal. Replacement shall occur immediately following backfill of the trench at the location of each item removed.
- 1.11.3 All existing drainage shall be maintained at all times on the Project. Any drainage swales, ditches, culverts, etc. blocked by construction activities shall be reopened at the end of the day before leaving the job site.
  - 1.12 Encroachment Contracts and Permits:
- 1.12.1 Prior to actual construction, the Owner shall acquire the necessary encroachments from NCDOT for installations. When working inside the rights-of-way of State system roads for highways, the Contractor shall acquire the necessary permits for his work.
- 1.12.2 The Contractor shall be responsible for securing all other local and state permits required for the utility construction.
- 1.12.3 Open cut shall be used for excavation of all water mains unless written permission of the Owner is given, or as specified by the encroachment agreement with the N.C. Department of Transportation.
  - 1.13 <u>Record Drawing</u>: An updated record drawing shall be prepared by the contractor and submitted to the Engineer as a condition of approval for any pay request which includes pay items for water and/or sewer improvements. Record drawings shall be prepared by and bear the seal and signature of a Professional Engineer or Registered Land Surveyor.
  - 1.14 <u>Guarantee</u>: The Contractor shall guarantee all material, equipment, and workmanship for a period of one year after final acceptance by the Owner and the AHJ. Inspection may be made by AHJ within the one-year warranty. The Contractor shall make any and all necessary repairs to the system within this his one-year warranty period at no additional cost to the Owner or the AHJ.

Before the guarantee period shall begin, the record drawings and other relevant information shall be approved and the owner shall receive a letter of acceptance from the AHJ for the water.

# PART 2 - MATERIALS

- 2.1 <u>PVC Water Mains 4" through 12":</u> All mains 4" through 12" shall be polyvinyl chloride pipe meeting the requirements of the latest edition of AWWA C-900. The pipe shall be rated at 150 psi, and SDR 18 with integral bell and spigot joints. Outside diameter of the pipe shall be the same as cast iron. Joints shall be elastomeric-gasket type designed to accommodate up to 3 degrees of axial deflection without adverse consequences. Pipe shall be furnished in nominal 20 foot lengths
- 2.2 <u>PVC Water Mains to 3":</u> All water mains to 3" PVC water main shall be Class 200 SDR 21 conforming to ASTM D1784 and ASTM D2241 with "push-on" joints. Fittings shall be Schedule 80 PVC with solvent weld joints. Pipe shall be furnished in nominal twenty-foot (20') lengths. All pipe shall bear the NSF logo.
- 2.3 <u>Ductile Iron Pipe</u>: Ductile iron pipe for water mains shall be manufactured in conformance with AWWA C151 and shall be cement mortar lined with an asphaltic coating in accordance with AWWA C104. The exterior of the pipe shall be bituminous coated in accordance with AWWA C151. The minimum thickness Class of pipe shall be Class 50. Pipe shall be furnished in nominal 18 to 20 foot lengths. Pipe joints for ductile iron pipe shall be "push-on" unless the additional pipe deflection allowed by mechanical joints is necessary or other considerations dictate the use of mechanical joints. The joints for ductile iron pipe shall conform to AWWA Standard C111 revision (ANSI A21.11).

Polyethylene encasement shall be applied to all underground ductile iron pipe and fitting installations. Material and installation procedures shall be in accordance with ANSI/AWWA C105/A21.5-88.

- 2.4 <u>Gate Valves:</u> Gate Valves shall conform to requirements of the latest version of AWWA Specification C-509 for resilient seated gate valves. The valve body shall be ASTM A-126 Class B cast iron. All interior valve parts and surfaces shall be of corrosion resistant materials or have an epoxy coating sufficient to prevent corrosion. Such coating shall be recognized by the AWWA for potable water use. Exterior valve parts and surfaces shall be epoxy coated or have the Standard AWWA coating. The valves shall open counterclockwise and have non-rising stem operation with 2-inch square operating nuts. The maximum number of turns required to fully open or close the valve shall equal three times the pipe diameter plus two. The stem shall be of corrosion resistant material and have "O" ring seals. Valve shall provide zero leakage at a working pressure of 200 psi in either direction of line flow. Valves shall have flange connections conforming to ANSI B16.1. Class 125 or mechanical joints conforming to AWWA C-111. Valves shall be manufactured by Clow, American Flow Control, or Mueller.
- 2.5 <u>Ball Valves (2")</u>: Ball valves for two-inch mains and services shall be bronze body with tee head. The turn required to travel from fully closed to fully open position shall be 90 degrees. Ball valves shall be Hayes 4300, A.Y. McDonald 6101W, Ford B11-777, Mueller B-20283or approved equal.
- 2.6 Valve Boxes

Valves 2" through 10" - Valve boxes shall be of cast iron suitable for H-20 loading. The manufacturer's name and part number shall be cast into each component of the box. The

box shall be of the telescoping (slip) type consisting of a base section, center extensions as necessary, and a top section with a cover marked "WATER". Sections shall be selected and installed such that a minimum of four inches (4") of future adjustment (upward and downward) is possible without section removal or replacement and without the use of adapters. Valve boxes and extensions shall be either of the following:

- Charlotte Pipe and Foundry: UTL-274 (valve boxes) and UTL-281 (extensions).
- Tyler Pipe: 6855 Series (valve boxes and extensions). Lid shall be 5-1/4" Drop Lid having a minimum of 1-1/2" deep skirt.
- East Jordan Iron Works Global Cast: G-8472 Slip-Type Valve Box Series

Valve boxes shall be installed in accordance with the Standard Details.

- 2.6.1 Valves 12" and Larger Valve box shall consist of an East Jordan Iron Works 157801 frame and cover with a valve box bottom and extensions, as needed in accordance with Section 7.3.4.1. Installation shall be in accordance with the Standard Details.
  - 2.7 <u>Fittings:</u> Tees, elbows and other fittings for PVC SDR 21, PVC C-900 pipe and ductile iron pipe shall be of ductile iron. Standard dimension fittings or compact fittings may be used in accordance with the requirements of this Section. The interior of all fittings shall be cement mortar lined with an asphaltic coating in accordance with AWWA Standard C-104 (ANSI 21.4). The exterior of all fittings shall have a one (1) mil bituminous coating in accordance with AWWA Standards C-110 (ANSI A21.10).

Compact fittings shall be ductile iron with either push-on or mechanical joints in accordance with ANSI/AWWA C153/A21.53-84. Cement lining and asphaltic coating shall be provided in accordance with ANSI/AWWA C104/A21.4.

Standard dimension fittings for PVC SDR 21, PVC C-900 pipe and ductile iron pipe shall be of ductile iron with either "push-on" joints or mechanical joints. The fittings shall comply with all requirements of AWWA Standard C-110 (ANSI A21.10). Shall be designed for a minimum working pressure of 150 psi plus 100-psi surge pressure.

# 2.8 Restraint Devices

2.8.1 Restraint devices for use on PVC SDR 21, ductile iron and C-900 PVC "push-on" joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, full circle contact and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be of high strength, low alloy material in accordance with ANSI/AWWA C111/A21.11, latest revision thereof. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Restraining devices shall be Uni-Flange Block Buster Series 1390-C, Star Pipe Products Allgrip series 3600 and Pipe Restrainers Series 1200S, or approved equal.

- 2.8.2 <u>Restraint devices for use on mechanical joint to PVC SDR 21 and C-900 PVC</u>, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, full circle contact and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be of high strength low alloy material in accordance with ANSI/AWWA C111/A21.11, latest revision thereof. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Restraining devices shall be Uni-Flange Series 1500, Star Pipe Products, Allgrip Series 3600, Romac Industries, Inc GripRing or approved equal.
- 2.8.3 <u>Restraint devices for use on mechanical joint ductile iron</u>, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, full circle contact and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be of high strength low alloy material in accordance with ANSI/AWWA C111/A21.11, latest revision thereof. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Restraining devices shall be Uni-Flange Series 1300-C, Star Pipe Products, Allgrip Series 3600, Romac Industries, Inc. GripRing or approved equal.
- 2.8.4 <u>Locked hydrant tees</u> and fittings for fire hydrants shall meet the requirements of AWWA Standard C-111 (ANSI A21-11). Locked tees shall be as manufactured by American Cast Iron Pipe Company, Clow, U.S. Pipe, or approved equal.
- 2.8.5 <u>Bolted Couplings for PVC SDR 21 and PVC C-900 pipe</u> and ductile iron pipe shall be constructed of a center sleeve and end rings of ductile iron in accordance with ASTM A536. Bolts and nuts shall be of high strength, low alloy steel per ASTM A242 and AWWA C-111. Center sleeve and end rings shall have a paint finish coat. Couplings shall be Ford Style FC1, Romac 501 Series, Smith Blair 441, or JCM 201.
  - 2.9 <u>Fire Hydrants:</u> Hydrants shall be in accordance with AWWA Standard C502, latest revision thereof, suitable for an operating pressure of not less than 150 pounds per square inch and shall have a traffic breakable feature (safety flange and stem coupling), dry top, sealed lubrication reservoir and a main valve which is held closed with pressure. The hydrant body shall be cast iron with "O" ring seals and bronze threads on the seat ring and drain ring, and shall have two (2) 2 1/2-inch nozzles with caps having National Standard threads and one (1) 5-inch nozzle with a factory fitted Storz connection and cap. The hydrant main valve shall be a minimum of 5-1/4 inches in diameter. All continuously wetted hydrant parts and surfaces shall be of corrosion resistant materials or be epoxy coated with epoxy recognized by AWWA for potable water use. The epoxy coating shall be of a color other than black (unless the word "epoxy" is stenciled on the base) to permit distinction between standard and epoxy coatings to be made easily. Hydrants shall be American Darling B-84-B, Mueller A-423 or Clow Medalion.

The inlet shoe for fire hydrant shall have a six-inch (6") inside diameter and shall be cast or ductile iron with mechanical joint fittings in accordance with AWWA Standard C110.

- 2.10 <u>Tapping Sleeves</u> Tapping sleeves shall be all stainless steel body and flange with a full circumferential gasket, or ductile iron body, mechanical joint designed to accommodate a minimum operating pressure of 150 pounds per square inch. All tapping sleeves shall be pressure tested prior to tapping the main. Stainless steel tapping sleeves shall be Ford Model FAST, JCM Model 432, Mueller Model H304 or Romac Model SST. Ductile iron body, mechanical joint sleeves shall meet the requirements of Section 7.2.3 of this Manual.
- 2.11 <u>Tapping Valves</u> Tapping valves shall conform to the requirements of the latest revision of AWWA Specification C-509 for resilient- seated gate valves. The valve body shall be ASTM A-126 Class B cast iron. All internal valve parts and surfaces shall be of corrosion resistant materials or have an epoxy coating sufficient to prevent corrosion. Such coating shall be recognized by the AWWA for potable water use. Exterior valve parts and surfaces shall open counterclockwise and have non-rising stem operation with a two-inch square operating nut. The maximum number of turns required to fully open or close the valve shall equal three times the pipe diameter plus two.

The stem shall be of corrosion resistant material and have 0-ring seals. Valves shall provide zero leakage at a working pressure of 200 psi in either direction of line flow. Valves shall have a flange connection conforming to ANSI B16.1 Class 125 and a mechanical joint conforming to AWWA C-111. Valves shall be manufactured by Mueller, Clow or American Flow Control. Tapping valves shall be installed and pressure tested prior to tapping the water line.

2.12 <u>Steel Encasement Pipe:</u> Steel encasement pipe shall be spiral welded or smooth wall seamless, consisting of grade "B" steel with a minimum yield strength of 35,000 psi and manufactured in accordance with ASTM A139 and A283. The pipe thickness shall be in accordance with the requirements of the right-of-way owner, but in no case less than that shown in the following table. The ends shall be beveled and prepared for field welding at the circumferential joints.

# MINIMUM WALL THICKNESS FOR STEEL ENCASEMENT PIPE

NOMINAL DIAMETER IN INCHES	MINIMUM THICKNESS IN INCHES
4- 12 3/4	0.188
14	0.219
16-18	0.250
20	0.281
22	0.312
24	0.344
26	0.375
28-30	0.406
32	0.438
34-36	0.469
38-42	0.500

The encasement pipe shall be uncoated inside and out unless required otherwise by the right-of-way owner or the AHJ.

Encasement pipe and joints shall be of leak proof construction, capable of withstanding design loading. The inside diameter of the encasement pipe shall be at least 2 inches greater than the largest outside diameter of the carrier pipe, joints or couplings, for carrier pipe less than 6 inches in diameter; and at least 4 inches greater for carrier pipe 6 inches and larger in diameter. It shall, in all cases, be great enough to allow the carrier pipe to be removed subsequently without disturbing the casing pipe or roadbed. Engineer to verify clearance between carrier pipe and encasement pipe.

2.11 <u>Backflow Prevention:</u> Control assemblies such as reduced pressure principal assemblies, double check valve assemblies and double detector check valve assemblies shall be limited to those approved by the Bertie Co. Regional Water System and the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California. RPZ or RPDA shall be Watts 909, Wilkins 375, or Febco 860 or approved equal.

# PART 3 - CONSTRUCTION METHODS

3.1 <u>GENERAL</u>: Installation of the water main shall be in conformance with the latest AWWA Standards and the specific recommendations of the pipe manufacturer. Before any installation is begun, the contractor shall notify NC One Call, at least 48 hours prior to commencing construction in order that existing utilities in the area may be flagged or staked. The contractor shall be responsible for damage to any existing overhead and underground utility systems.

# 3.2 HANDLING AND STORING MATERIALS:

- 3.2.1 The Contractor shall be responsible for the shipping and storing of all water main materials. Any material which is damaged or defective shall be replaced by the Contractor at his own expense.
- 3.2.2 The loading and unloading of all pipe, valves, hydrants, manholes and other accessories shall be in accordance with the manufacturer's recommended practices and shall at all times be performed with care to avoid any damage to the material.

The Contractor shall locate and provide the necessary storage areas for materials and equipment. If private property is being used for storage areas, Contractor must have the written consent from the property owner.

- 3.2.3 All materials once on the job site shall be stored in accordance with the manufacturer's recommendations. All PVC water pipe shall be protected from the sun's ultra violet rays if stored on the job site longer than 20 days. The type of protective cover for all plastic pipe material shall be approved by the Owner prior to use.
- 3.2.4 All valves and hydrants shall be stored so that they are protected from freezing. All pipe shall be kept free of dirt and other debris. Any damage relating to the coating of the various materials for water mains shall be repaired in a manner approved by the Owner.
- 3.2.5 The Contractor shall be responsible for safeguarding and protecting all material and equipment stored on the job site. The Contractor shall be responsible for the storage of

materials in a safe and workmanlike manner to prevent injuries, during and after working hours, until project completion.

# 3.3 **<u>PIPE INSTALLATION</u>**:

- 3.3.1 <u>Trenching and Backfilling:</u> shall conform to "Technical Specifications for Trenching and Backfilling of Utilities". Trenches shall be free of water during pipe installation. Trench excavation shall require the provisions of vertical curve chords which will not exceed the permissible deflection of the pipe. The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each joint of pipe on undisturbed soil at every point along its entire length. The placement of No. 57 crushed stone shall be placed in the bottom of the trenches when unstable material is encountered. Such unstable material shall be removed to the depth required by the AHJ and replaced with No. 57 stone such that the pipe will be adequately supported throughout its entire length. Excavation below the planned pipe invert elevation shall be refilled with No. 57 crushed stone.
- 3.3.2 PVC and ductile iron pipe shall be installed in accordance with the procedures of AWWA C900 and C600 respectively and with the manufacturer's recommendations. Minimum cover over top of the pipe shall be 36".
- 3.3.3 Pipe fittings shall be installed as shown on the drawings or where necessary so as to not exceed the allowable joint deflection of AWWA C600. All fittings shall be measured and referenced on the Contractor's record drawings.
- 3.3.4 All PVC water main shall be installed with three inch (3") wide metallic detectable tape. The tape shall be clearly marked "Water" and shall be centered over the main, installed twelve inches (12") below finished grade. Any breaks in the tape shall be repaired in accordance with the manufacturer's recommendations.
- 3.3.5 <u>1" Service Tubing</u>: shall be installed with sufficient slack to prevent tension on the line. A maximum of three splices (couplings) per service shall be allowed. Tubing shall have a minimum cover of twenty-four inches (24"). See the standard details. If the service tubing is damaged during construction such that its flow capacity or its life expectancy is adversely affected, the damaged portion shall be replaced. It shall be installed with a minimum of six inches (6") of vertical separation from an existing or proposed storm drain.
- 3.3.6 <u>1 1/2" and 2" services</u>: shall be installed in accordance with the Standard Details. The installation of the Class 200 PVC service pipe shall be in strict conformance with the requirements for mains, except that the service pipe shall have a minimum cover of 24".
- 3.4 <u>CUTTING OF PIPE</u>: Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. Unless otherwise recommended by the manufacturer and authorized by the Owner's Representative, cutting shall be done with a suitable mechanical cutter.

# 3.5 ADJACENT FACILITIES:

3.5.1 <u>Sewer Lines</u>: Where the location of the water pipe is not clearly defined in dimensions on the drawings, the water pipe shall not be laid closer horizontally than 10 feet from a

sewer except where the bottom of the water pipe will be at least 18 inches above the top of the sewer pipe. Where water lines are less than 18 inches above the sewer lines, or cross under sewer lines, the water and sewer pipe for a distance of at least 10 feet each side of the crossing shall be made of ductile iron pressure pipe. The section of water main pipe shall be centered at the crossing

- 3.5.2 Water lines shall not be laid in the same trench with sewer lines, gas lines, or electric wiring.
- 3.6 <u>JOINT DEFLECTION</u>: Deflection will be in accordance with the pipe manufacturers recommendations.

# 3.7 JOINTING

- 3.7.1 <u>PVC and Ductile Iron Pipe</u>: Push-on type joints shall be installed in accordance with pipe manufacturer's recommendations.
- 3.7.2 Connections between different types of pipe and accessories shall be made with transition fittings approved by the Owner's representative and the AHJ.
- 3.8 <u>SERVICE LATERALS</u>: Service Laterals shall conform to the standard details. Meter will be provided by the Owner/Contractor unless otherwise negotiated with the Bertie Co. Regional Water System.

# 3.9 SETTING OF FIRE HYDRANTS, VALVES, VALVE BOXES AND METER BOXES:

- 3.9.1 Fire Hydrants shall be located and installed as shown on the drawings and details. Each hydrant shall be connected to the main with a 6-inch branch line having at least three feet of cover. Hydrants shall be set plumb with pumper nozzle facing the roadway and with the center of lowest outlet not less than 18 inches above the finished surrounding grade, and not more than 24 inches above the finished surrounding grade. The hydrant shall be set in a bed of washed rock which shall surround the barrel at least 12 inches in all directions.
- 3.9.2 Valves and Valve Boxes shall be installed where shown or specified, and shall be set plumb. Valve boxes shall be centered on valve. Where feasible, valves shall be located outside the area of roads and streets. Earth fill shall be carefully tamped around each valve box to a distance of 4 feet on all sides of the box, or to the undisturbed trench face if less than 4 feet. Valve boxes outside of pavement shall have a concrete block 2 feet square by 6 inches thick poured around it, or precast concrete collar set flush with the existing grade.
- 3.9.3 Hydrants and Valves after delivery shall be drained to prevent freezing and shall have the interiors cleaned of all foreign matter before installation. The hydrant or valve shall be fully opened and fully closed to insure that all parts are in working condition.
- 3.9.4 Meter boxes and brick for one-inch (1") services shall be provided by the Contractor as shown on the Standard Details. Meter boxes installed for multi-family developments and ganged together shall be marked with the unit number being served. Markings shall be permanently painted on the inside of the frame section and highly visible and shall be in sequential order.

3.10 <u>JOINT RESTRAINT</u>: Plugs, caps tees and bends either vertically or horizontally, on all water lines and fire hydrants shall be provided with joint restraint. Joint restraint will be provided by concrete thrust blocks. In lieu of concrete thrust blocking, piping systems 12 inches and smaller in diameter may be restrained through the use of restrained joint pipe or approved joint restraint devices meeting the material specifications in section 2. The minimum length of piping to be restrained shall be as set forth in the table below.

*Restrained Len	gth (ft.)					
Pipe Size (in.)	4	6	8	10	12	
Pipe Cover (ft.)						
3.0	16	24	31	38	46	
4.0	15	23	30	37	43	
5.0	14	22	29	36	42	

\* Above values are the lengths of restrained pipe required on each side of fitting. Above values are for 45 horizontal bend. For other horizontal bends multiply above by the following coefficients: 90 - 2.4; 22 1/2 - 0.48; 11 1/4 - 0.24; dead end - 2.4.

The use of joint restraint devices on vertical bends and on piping systems larger than 12 inches in diameter shall not be utilized unless approved by the Bertie Co. Regional Water System.

The use of combined thrust restraint systems employing concrete blocking and joint restraint devices, based on each system being designed to resist a percentage of the resultant thrust force, shall not be permitted. The use of combined systems based on each system being designed to resist all of the resultant thrust force are permitted

- 3.10.1 <u>Concrete Thrust Blocking</u>: Blocking shall be placed between solid ground and the fitting to be anchored. Unless otherwise indicated or directed the base and thrust bearing sides of thrust blocks shall be poured directly against undisturbed earth. The sides of thrust blocks not subject to thrust may be poured against forms. The area of bearing shall be as shown or as directed. Blocking shall be placed so that the fitting joints will be accessible for repair.
- 3.11 All boring and jacking installations shall be accomplished with the use of encasement pipe which as a minimum meets the specifications set forth in Section 7.9 of the Manual. The carrier pipe shall be DIP with "push-on" joints in conformance with the requirements of Section 7.2 of this Manual. The ends of the encasement pipe shall be as shown in the Standard Details.

# 3.12 TESTING OF WATER SYSTEM EXTENSIONS

- 3.12.1 <u>Test Sequence</u>: The following test sequence shall be used unless otherwise approved by the AHJ.
  - A. Perform pretest inspection.
  - B. Clean the main.
  - C. Perform the hydrostatic tests.
  - D. Apply the proper dosage of chlorine.
  - E. Allow chlorine solution to remain in the water main a minimum of 24 hours.
  - F. Assist the AHJ in taking bacteriological samples.

- 3.12.2 <u>Pretest Inspection</u>: Prior to commencement of hydrostatic testing and chlorination, the AHJ shall be contacted to request scheduling of inspection and testing. A AHJ's Representative shall visually inspect the installation prior to testing to insure that all fire hydrants, valves and other appurtenances are properly located, operable, and installed at the proper grade. All defects disclosed by the inspection shall be corrected prior to testing.
- 3.12.3 <u>Cost of Tests</u>: The cost of testing the mains, including all temporary connections, shall be included in the unit price bid for pipe.

# 3.13 HYDROSTATIC TESTS

- 3.13.1 <u>General</u>: Where any section of a water line is provided with concrete thrust blocking for fittings, the hydrostatic tests shall not be made until at least 5 days after installation of the concrete thrust blocking unless otherwise approved. The method proposed for disposal of wastewater from hydrostatic tests and disinfection shall be submitted to the Owner's Representative prior to performing hydrostatic tests.
- 3.13.2 <u>Tests</u>: Unless otherwise permitted, pressure and leakage testing shall be performed between each main line valve in accordance with AWWA C600. The AHJ will, except when certain circumstances dictate otherwise, permit the lengths of test sections to be a maximum of 1500 feet in subdivisions or other areas where the new main has closely spaced valves. Testing shall be done only in the presence of a AHJ's Representative. Testing shall be performed using a suitable pump and an accurate gauge graduated in 1.0 psi increments. The section of the main to be tested shall be subjected to a test pressure of 150 psi for a period of two (2) hours. The leakage of the test section shall be accurately determined and compared to the schedule shown below. All visible leaks shall be repaired regardless of the amount of leakage.

ALLOWABLE LEAKAGE

<b>PIPE SIZE</b> (inches)	(Gallons per hour per 1000 feet of pipe)
2	0.16
4	0.33
6	0.50
8	0.66
10	0.83
12	0.99
14	1.29
16	1.47
18	1.66
20	1.84
24	2.21
30	2.76
36	3.31

If the leakage is greater than the allowable leakage as given by the above table, the Contractor shall replace any defective materials and perform all necessary work to insure that the installation is acceptable and a retest shall be performed subsequent to any repair work performed. Remedial repair work and retesting shall be repeated until the leakage occurring during the test period is less than or equal to the allowable leakage.

# 3.14 CHLORINATION

- 3.14.1 All water supply mains shall be disinfected by the Contractor. No extra payment will be provided as this work is considered to be an element of other work units. The disinfection process shall be in conformance with the standards of the N.C. Division of Health Services.
- 3.14.2 Chlorination shall be performed only in the presence of a AHJ's Representative and shall be performed only after the line is complete and has tested satisfactorily for leakage.
- 3.14.3 Pipe subjected to contaminating materials shall be treated as directed by the AHJ or Engineer; should such treatment fail to cleanse the pipe, replacement shall be required. The Owner shall bear no portion of any cost sustained by Contractor in meeting this specification.
- 3.14.4 Chlorination of a completed line shall be carried out after completing the pressure test and in the following manner.
- 3.14.4.1 Chlorination taps will be made within five (5) pipe diameters of the water main control valve at the upstream end of the line and at all extremities of the line.
- 3.14.4.2 A solution of water containing high test hypochlorite (70%) available chlorine or chlorine gas solution shall be introduced into the line by regulated pumping at the control-valve tap. The solution shall be of such a concentration that the line shall have a uniform concentration of 50 ppm total chlorine immediately after chlorination. The chart below shows the required quantity of 70% HTH compound to be contained in solution in each 1000 foot section of line to produce the desired concentration of 50 ppm. The chlorination solution shall be introduced to the main at a constant rate while regulating the flow of water through the main being chlorinated such that the required concentration of chlorine is achieved throughout

 Pounds High Test

 Hypochlorite (70%)

 Pipe Size
 Per 1000 Feet of Line

 6"
 1.76

 8"
 3.12

 10"
 4.84

 12"
 7.00

 14"
 9.52

- 3.14.4.3 The HTH solution shall be circulated in the main by opening the control valve and systematically manipulating hydrants and taps at the line extremities. The HTH solution must be pumped in at a constant rate for each discharge rate in order that a uniform concentration will be produced in the mains. All valves within the section of main being chlorinated shall be operated once during the contact period.
- 3.14.4.4 Services shall be chlorinated at the same time and by the same method utilized

for the main.

- 3.14.4.5 The chlorine solution shall remain in lines for no less than 24 hours, unless otherwise directed by the AHJ.
- 3.14.4.6 Extreme care shall be taken to prevent contamination of existing water mains during the test period. If, in the opinion of the AHJ, an existing main in contaminated, the section of main subjected to the possible contamination shall be flushed and chlorinated in accordance with the requirements for new mains. The Owner shall bear no portion of any cost sustained by Contractor in meeting this specification.
- 3.14.4.7 The AHJ will advise the Contractor when a suitable period of time has elapsed for chlorine contact. The main shall be flushed thereafter in the presence and under the direction of the AHJ's Representative. The flushing of the main shall be considered complete when the chlorine concentration with the main is less than or equal to the lesser of the following values:
- 3.14.4.7.1 One (1) part per million (ppm) free chlorine.
- 3.14.4.7.2 The free chlorine concentration within the existing main to which the extension has been connected.
- 3.14.5 The Contractor shall be responsible for insuring that high-strength chlorine solution is contained on-site and not allowed to make its way to any watercourse, stream, creek, lake, or other body of water.

# 3.15 BACTERIOLOGICAL TESTING

- 3.15.1 After completion of chlorination and flushing, the Contractor shall assist the AHJ as necessary in obtaining sufficient bacteriological samples for complete testing. Bacteria samples must be tested by a State-approved laboratory. A list of approved laboratories is located on the Public Water Supply website at: <a href="http://www.ncwater.org/pws/Compliance/electronic\_reporting.html">http://www.ncwater.org/pws/Compliance/electronic\_reporting.html</a>.
- 3.15.1 The AHJ shall determine the location of samples and the number of samples necessary to provide a test group which is representative of the section of main being tested.
- 3.15.2 A failure of any sample of a test group shall constitute failure of the entire test group from which the sample was taken. Such failure shall require two (2) successive passing test groups to substantiate that the main has been satisfactorily chlorinated. The Contractor, may at his option, rechlorinate and retest the section of water main upon failure of the test group.
- 3.15.3 If two (2) successive bacteriological test groups fail, the section of main from which the group is taken shall be rechlorinated and retested until the main is shown to be properly chlorinated in accordance with Paragraph 3.14.

# 3.16 Cleaning of the Main

3.16.1 General: Mains shall be cleaned only in the presence of a AHJ representative. No valves or hydrants owned by the AHJ shall be operated without the express permission of the AHJ.

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- 3.16.2 Cleaning of Water Mains Smaller Than 4" in Diameter: Mains shall be cleaned by flushing. Flushing velocity shall be adequate to remove all debris and other undesirable material and a minimum of 2-1/2 feet per second.
- 3.16.3 Cleaning of water Mains 4" and Larger in Diameter: Mains shall be cleaned only in the presence of a AHJ representative. No valves or hydrants owned by the AHJ shall be operated without the express permission of the AHJ. Cleaning shall be accomplished by passing through the pipe a polyethylene pig ("pig") of the appropriate size and density (as manufactured by Poly-Pig or approved equal). Pig(s) shall be furnished by the Contractor. The procedure shall be as follows:
  - a. The Contractor shall prepare the main for the installation and removal of pig(s) as required:
    - i. In general, this will consist of furnishing all equipment, material, and labor to satisfactorily install and remove the pig(s).
    - ii. Prior to beginning construction, Contractor shall submit a "pigging" plan to the Department Engineer for approval. No water main shall be installed prior to approval of the plan.
    - iii. Where expulsion of the pig is required through a dead end main, the Contractor shall prevent the backflow of purged water into the main after expulsion of the pig. For pipe 12" or less in diameter, purged water can be prevented from re-entering into the pipe by the temporary installation of pipe and fittings as required to provide a riser with an above ground discharge. On larger pipe, additional excavation of the trench may serve the same purpose.
    - iv. After expulsion of the pig, completion of flushing, and at the direction of the AHJ, the Contractor shall complete work at openings by plugging, blocking, backfilling and completion of all appurtenant work necessary to secure the system.
  - b. Under supervision of the Inspector, pig(s) shall be propelled via water pressure through the main(s) from point of insertion to point of expulsion. Where mains are in the form of a loop, the Contractor shall "pig" the complete system.
  - c. As an alternative to "pigging", dead end pipes of less than 100 feet in length which are difficult to "pig" may be cleaned by flushing. Flushing shall be accomplished in the same manner as that required for pipes less than 4 inches in diameter.

# 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 The construction required herein shall include all appurtenant structures. Wye branches and service lines shall be installed as shown or as located by the owner's representative. Excavation and backfilling shall conform to Sections 02200 EARTHWORK, 02210 TRENCHING AND BACKFILLING FOR UTILITIES and DRAWINGS. Work covered by this section will not be accepted until backfilling and testing connected with work has been completed satisfactorily.
- 1.2 Current specifications of the American Society for Testing Materials (ASTM) and the American National Standards Institute (ANSI) shall apply in all cases where material is covered by an item in these specifications, and all material used under this contract shall conform fully to these current specifications or be removed from the job at the direction of the Owner. Failure of the Owner to condemn material on preliminary inspection shall not be grounds for acceptance if future defects are found.
- 1.3 Contractor shall be responsible for verifying all elevations, dimensions, locations and sizes of existing facilities in the field prior to construction or ordering materials.
- 1.4 The Contractor shall construct and maintain all detours, crossings and temporary approaches that may be required during construction. Maintenance shall be in accordance with the applicable features of Section 150 of the N.C. Standard Specifications for Roads and Structures.
- 1.5 <u>Property Protection:</u>
- 1.5.1 Trees, fences, poles and all other property shall be protected unless their removal is authorized, and any property not authorized for removal, but damaged by the Contractor shall be restored by the Contractor to the owner's satisfaction.
- 1.5.2 Signs, mailboxes and other items which must be removed to facilitate construction shall be replaced in a condition equal or better than condition prior to removal. Replacement shall occur immediately following backfill of the trench at the location of each item removed.
- 1.5.3 All existing drainage shall be maintained at all times on the Project. Any drainage swales, ditches, culverts, etc. blocked by construction activities shall be reopened at the end of the day before leaving the job site.

## 1.6 <u>Encroachment Contracts and Permits:</u>

- 1.6.1 Prior to actual construction, the Owner shall acquire the necessary encroachments from NCDOT for installations. When working inside the rights-of-way of State system roads for highways, the Contractor shall acquire the necessary permits for his work.
- 1.6.2 The Contractor shall be responsible for securing all other local and state permits required for the utility construction.
- 1.6.3 Open cut shall be used for excavation of all sewer mains unless written permission of the Owner is given, or as specified by the encroachment agreement with the N.C. Department of Transportation.

## PART 2: MATERIALS

- 2.1 <u>DUCTILE IRON PIPE:</u> All ductile iron pipe shall be manufactured in compliance with ANSI Standard A21.51. The interior of the pipe shall be cement-mortar lined in accordance with ANSI A21.4. The exterior of the pipe shall have a one (1) ml bituminous coating in accordance with ANSI 21.51. The thickness class for ductile iron pipe shall be Class 50 unless required otherwise by the Commission. Pipe shall be in nominal 18-20 foot laying lengths. The pipe joints for ductile iron pipe shall be lipush-on" manufactured in accordance with ANSI 21.11.Polyethylene encasement shall be applied to all underground ductile iron pipe installations. Materials and installation procedures shall be in accordance with ANSI/AWWA ClO5/A21.5.88.
- 2.2 <u>SEWER SERVICE PIPE:</u> Sewer service pipe shall be schedule 40 PVC Drain, waste and vent (DWV) pipe in accordance with ASTM D2665 and ASTM D1785.
- 2.3 <u>Polyvinyl Chloride (PVC) Pipe 8"-15"</u>. PVC pipe shall conform to the requirements of ASTM D3034 (SDR35). Joints and fabricated fittings shall be elastomeric (gasket) joints and shall be assembled in accordance with the pipe manufacturer's recommendations and Specification D3212. Gaskets shall meet the requirements of ASTM F477. Minimum cell class shall be 12454B. PVC pipe shall be supplied in 13.0 foot lengths.
- 2.4 <u>PVC Composite Pipe.</u> PVC composite pipe shall conform to the requirements of ASTM D2680, Standard Specification for Poly (Vinyl Chloride). Joints and fabricated fittings shall be elastomeric (gasket), joints and shall be assembled in accordance with the manufacturer's recommendations. Minimum cell class shall be 12454B. The pipe shall be similar in all respects to Armco Truss Pipe as manufactured by Contech Construction Products, Inc. PVC composite pipe shall be supplied in 12.5 foot lengths.
- 2.5 <u>Service Fittings</u>
- 2.6 Services from ductile iron pipe less than 18" in diameter shall be provided by means of ductile iron wyes meeting the requirements for water main fittings. Services from ductile iron pipe 18" in diameter and larger shall be provided by wyes
- 2.6.1 Service fittings for use on PVC composite pipe shall be PVC standard gasketed wyes manufactured or approved by the pipe manufacturer and shall conform to the requirements of ASTM D2680.
- 2.6.2 Service fittings for use on PVC (SDR 35) pipe shall be a standard gasketed wyes manufactured or approved by the pipe manufacturer and shall conform to the requirements of ASTM D3034.
- 2.7 <u>PRECAST REINFORCED CONCRETE MANHOLES.</u> Manholes shall be precast and have monolithic bottom sections. Manholes with a depth greater than 6 feet shall have eccentric cones, manholes with a depth of 6 feet or less shall have either an eccentric or concentric cone. Manholes shall conform to latest ASTM C-478 specifications. Top slabs when used, shall be satisfactory for H-20 highway loading. Joints shall be watertight and conform to either the latest ASTM C-443 specifications for "O" ring joints Sewer 3 or the latest ASTM C-478 specifications for section joints designed for cold applied sealing compound. Sealing compound shall be CPS-210 as manufactured by Concrete Products Supply Company, or CS 102 as manufactured by Concrete Sealants. Points of exit and entry for all pipe including services shall be provided with flexible manhole sleeves and all stainless steel take up clamps in accordance with ASTM C-923. Points of entry for mains or services which are added after fabrication of the manhole shall be provided by coring and installation flexible sleeve. All pipes shall extend through the manhole a

minimum of 2 inches. Manholes with preformed invert channels and benches may be utilized. Points of pipe exit and entry shall conform with the above paragraph. Manholes that are field tested shall be done in accordance with the Standard Details. All Manholes shall be set on crushed aggregate of at least 1 ft. depth. All pinholes shall be filled with non-shrink grout. Tie into existing Manhole must be made by machine coring.

- 2.7.1 <u>MANHOLE FRAMES AND COVERS</u>. Manhole rings and covers shall be manufactured in the USA of Class 30, gray cast iron conforming to the requirements of ASTM-A48 (latest revision thereof). The manufacturer's name and part number shall be cast into each component and the words "Sanitary Sewer" shall be cast into the cover. Pick holes shall be the non-penetrating type. Bearing surfaces of both ring and cover shall be machined to insure proper fit and to prevent rattling. Non watertight units shall be either MH-RCR-2001 by Dewey Bothers, V-1384 by Vulcan Foundry, or USF 669 ring and KL cover by US Foundry. Watertight units shall be either MH-RCR-3000W by Dewey Brothers or USF 579 ring and DC-SSG cover by US Foundry. When required to be lockable, covers shall contain a locking device comprised of a stainless steel pentagon head bolt locking device which functions in the manner of a quarter turn fastener. All castings shall meet industry standards in regard to appearance and tolerances for dimensions and weight. Castings do not have to be painted.
- 2.7.2 <u>MANHOLE STEPS</u>. Manhole steps shall be constructed of 1/2" grade 60 steel bars with a plastic coating and shall meet federal specification RR- F-621C. Maximum vertical step spacing shall be sixteen inches (16") on center.
- 2.8 <u>MASONRY:</u> Masonry construction shall conform to N.C. Department of Transportation Standard Specifications and latest revision Section 940. Mortar joints shall be thoroughly filled and the thickness shall not be more than three-eights (3/8) of an inch.
- 2.9 REINFORCED CONCRETE. Reinforced in construction of piers. concrete used manholes and other structures shall conform to the applicable sections of the N.C. Department of Transportation Standard Specifications, revised January 1, 1990. Concrete used in the structures shall be Class A, 3, 000-pound test in accordance with Section 900. Reinforcing steel shall conform to ASTM A-615, Grade 60 unless otherwise specified and shall conform to N.C. Department of Transportation Standard Specifications Section 425.
- 2.10 <u>STONE BEDDING.</u> Stone used for bedding of sewer mains, manholes and concrete piers shall be granite crushed stone (NCDOT Size No. 57) as per Section 905 of N.C. Department of Transportation Standard Specifications as revised January 1, 1990 and in accordance with Section 02210, TRENCHING AND BACKFILLING FOR UTILITIES.
- 2.11 <u>TRANSITION COUPLINGS.</u> The preferred transition connection between different sewer line materials shall be a standard manhole installation. Pipe material changes between manholes may be permitted provided that there is not a substantial difference in inside diameters, a smooth uniform flow line is maintained, and a watertight rubber sleeve, mechanical coupler conforming to ASTM C-425 is used to make the transition. All metal hardware shall be stainless steel. Transition sleeves shall be manufactured by Fernco or Indiana Steel.
- 2.12 <u>CLEAN-OUTS:</u> Shall be constructed of pipe and fittings which also meet the ASTM requirement for Schedule 40 PVC-DWV pipe. Cleanout caps shall be Charlotte 110 or Jones BP134CSK flush cap except cleanouts in paved locations shall be constructed of cast iron and have a brass plug. Cleanouts located in traffic or paved areas may be constructed of PVC except for the upper two feet of the riser which shall be constructed of cast iron soil pipe and have a brass cap.
- 2.13.1 <u>STEEL ENCASEMENT PIPE:</u> Steel encasement pipe shall be spiral welded or smooth wall seamless, consisting of grade "B" steel with a minimum yield strength of 35,000 psi and

manufactured in accordance with ASTM A139 and A283. The pipe thickness shall be in accordance with the requirements of the right-of-way owner, but in no case less than that shown in the following table. The ends shall be beveled and prepared for field welding at the circumferential joints.

2.13.2 <u>METALLIC LOCATOR TAPE:</u> Provide continuous metallic locator tape above all pipe installation as per Drawings.

### MINIMUM WALL THICKNESS FOR STEEL ENCASEMENT PIPE

NOMINAL DIAMETER IN INCHES

MINIMUM THICKNESS IN INCHES:

4 - 12-3/4	0.188
14	0.219
16- 18	0.250
20	0.281
22	0.312
24	0.344
26	0.375
28- 30	0.406
32	0.438
34- 36	0.469
38- 42	0.500

The encasement pipe shall be uncoated inside and out.

Encasement pipe and joints shall be of leakproof construction, capable of withstanding design loading. The inside diameter of the encasement pipe shall be at least 2 inches greater than the largest outside diameter of the carrier pipe, joints or couplings, for carrier pipe less than 6 inches in diameter; and at least 4 inches greater for carrier pipe 6 inches and larger in diameter. It shall, in all cases, be great enough to allow the carrier pipe to be removed subsequently without disturbing the casing pipe or roadbed.

## 2.14 FORCE MAIN PIPE AND OF APPURTENANCES: Steel

- 2.14.1 Sewer force main pipe shall be a minimum of Class 200 PVC pipe or Class 50 ductile iron pipe.
- 2.14.2 PVC shall be Class 200 C-900 conforming to ASTM D1784 and ASTM D2241 (latest revisions). Fittings for PVC force main shall be ductile iron meetings the requirements of ANSI A21.10 and shall be designed for a minimum working pressure of 150 psi plus 100 psi surge pressure. The interior of all fittings shall be cement-mortar lined in accordance with ANSI 21.4 and the exterior of the fittings shall be bituminous coated in accordance with ANSI 21.51.
- 2.14.3 Ductile iron force main and fittings shall meet the requirements for ductile iron water main set forth in Section 02713.
- 2.14.4 Directional Bored Force Mains:
- 2.14.5 High Density Polyethylene (HDPE) Force Main: shall conform to AWWA C9906 and shall have a wall thickness and pressure rating equivalent to C-900 Class 200 PVC pipe. Pipe shall be DISCOPIPE or approved equal.

# PART 3: CONSTRUCTION METHODS

3.1 <u>GENERAL:</u> Pipe shall be installed in accordance with specifications and recommendations by the Manufacturer. Before any installation is begun, the Contractor shall notify NC One Call at least 48 hours prior to commencing construction in order that existing utilities in the area may be flagged or staked. The Contractor shall be responsible for damage to any existing overhead and underground utility system.

## 3.2 HANDLING.AND STORING MATERIALS:

- 3.2.1 The Contractor shall be responsible for the shipping and storing of all sanitary sewer materials. Any material which is damaged or defective shall be replaced by the Contractor at his own expense.
- 3.2.2 The loading and unloading of all pipe, manholes and other accessories shall be in accordance with the manufacturer's recommended practices and shall at all times be performed with care to avoid any damage to the material.

The Contractor shall locate and provide the necessary storage areas for materials and equipment. If private property is being used for storage areas, Contractor must have the written consent from the property owner.

- 3.2.3 All materials once on the job site shall be stored in accordance with the manufacturer's recommendations.
- 3. 2. 4 The Contractor shall be responsible for safeguarding and protecting all material and equipment stored on the job site. The Contractor shall be responsible for the storage of materials in a safe and workmanlike manner to prevent injuries, during and after working hours, until project completion.

## 3.3 <u>PIPE INSTALLATION:</u>

- 3.3.1 <u>PIPE INSTALLATION:</u> Flexible thermoplastic sewer pipe shall be installed in accordance with ASTM D2321- 83a, except as modified by these specifications and the specific recommendations of the pipe manufacturer.
- 3.3.2 <u>CUTTING OF PIPE:</u> Pipe cutting, where permitted, shall be done in accordance with the written recommendations of the pipe manufacturer. Only factory cut ends shall be used for solvent weld joints.
- 3.3.3 <u>TRENCHING</u>: Trenches shall be excavated in straight lines and uniformly sloped between manholes or junction structures. The trench shall be excavated a minimum of six inches (6") below the pipe bottom in order to receive the required 6" foundation bedding of No. 57 crushed stone. Bed and haunch pipe in accordance with requirements set forth in Section 02210, TRENCHING AND BACKFILLING FOR UTILITIES, and Drawings.
- 3.3.4 <u>FOUNDATION STONE:</u> The Contract Documents shall provide for the construction of a Foundation bedding of No. 57 crushed stone in the bottom of trenches. Reference Drawings and Section 02210 TRENCHING AND BACKFILLING FOR UTILITIES.

When unstable trench bottom material is encountered, such unstable material shall be removed to the depth required by the Owner's testing firm representative and replaced with No.57 stone such that the pipe will be adequately supported throughout the entire length. Excavation below the planned pipe invert elevation as shown on the Approved Plans shall be refilled with No. 57 crushed stone.

- 3.3.5 <u>DIRECTIONAL BORING</u>: Direction boring / drilling installation shall be accomplished where required on the Plans or in the Special Provisions to minimize disturbance of existing surface improvements. The Contractor shall submit boring / drilling pit locations to the Owner before beginning construction. The drilling equipment shall be capable of installing continuous runs of pipe without intermediate pits, a minimum distance of 200 feet. The guidance system shall be capable of installing pipe within 1-1/2 inch of the plan vertical dimensions and 2-inches of the plan horizontal dimensions. The Contractor shall be required to remove and reinstall pipes, which vary in depth and alignment from these tolerances. Pull back forces shall not exceed the allowable pulling forces for the pipe being installed. Drilling fluid shall be a mixture of water and bentonite clay. Disposal of excess fluid and spoils shall be the responsibility of the Contractor.
- 3.3.6 <u>BORING AND JACKING</u>: All boring and jacking installation shall be accomplished with the use of encasement pipe which at a minimum meets these specifications. Install steel pipe encasements by boring and or jacking or by pushing the casing pipe through a bored hole. Ensure that the encasement is installed true to line and grade.

The boring machine shall be designed to bore and push or jack the casing on a controlled grade and line in a continuous operation. The boring auger shall not be of a greater diameter than the outside diameter of the casing.

Bore progressively ahead of the advancing pipe while spoil is removed by the auger back through the pipe.

Butt-weld each new section of the encasement pipe to the section previously jacked into place as the boring operation continues.

Protect ends of encasement in an acceptable manner to prevent the entrance of foreign materials or debris.

If voids are encountered or occur outside the encasement pipe, grout holes shall be installed in the top section of the encasement pipe and the voids filled with 1:3 portland cement grout at sufficient pressure to prevent settlement in the roadway.

In the event an obstruction is encountered during the boring and jacking operation, notify the ENGINEER of the obstruction and obtain written authorization from the ENGINEER prior to proceeding with the premature termination of that boring.

When premature termination of a boring is authorized, the auger is to be withdrawn and the excess pipe is to be cut off, capped, and filled with 1:3 portland cement grout at sufficient pressure to fill all voids before moving to another boring site.

Ensure that encasement pipe is installed at the alignment and grade shown on the drawings. Report, in writing, any deviation in the alignment and grade from that shown on the drawings.

Joint carrier pipe in accordance with manufacturer's specifications.

Carefully secure pipe supports to each joint of carrier pipe. Supports shall be placed at each end of the casing, at each pipe bell for DIP, and tat intervals not greater than 4 feet for PVC or ABS pipe. For gravity sewer the supports shall be constructed to maintain the proper slope of the line even when the casing alignment deviates from the slope shown on the drawings.

Carefully push carrier pipe through encasement ensuring that the assembly is not damaged.

Ensure that the carrier pipe is installed at the alignment and grade shown on the drawings.

### 3.4 ADJACENT FACILITIES

- 3.4.1 <u>WATER LINES:</u> Unless otherwise shown on the drawings, the sewer shall not be located closer than 10 feet to a water line, except where the bottom of the water line is greater than 18 inches above the top of the sewer pipe. Where the vertical separation is less than 18 inches, or where the sewer line crosses above the water line, both the water line and sewer line shall be constructed of ductile iron pipe, for a distance of 10' in each direction from the crossing. The section of water line pipe shall be centered at the crossing.
- 3.5: <u>BACKFILL:</u> Backfill in accordance with Section 02210 TRENCHING AND BACKFILLING FOR UTILITIES. Provide continuous metallic locator tape above all pipe installations as per Drawings.
- 3.6 <u>SERVICE CONNECTION</u>: Service Connections shall be installed at locations shown on the drawings, or as designated by the owner's representative and be at right angles to the gravity sewer.
- 3.6.1 Service Connections shall consist of a wye branch, fittings, clean-out, and 411 pipe, unless otherwise shown or directed.
- 3.6.2 Service Laterals shall include a clean-out located at the right-of-way limit five feet (5') down stream of the water meter, unless otherwise noted on the plans.

## 3.7 <u>MANHOLES:</u>

- 3.7.1 <u>GENERAL:</u> Manholes shall be constructed of precast concrete rings with cast iron frames and covers, and in accordance with the drawings. The manhole inverts shall be constructed with a width and height equal to that of the effluent pipe and shall be so brushed and troweled that a minimum energy loss occurs in the manhole due to invert roughness. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be made gradually and evenly. Manholes shall be provided with steps of acceptable design not less than 10 inches in width, built into and securely anchored in the walls. Steps shall be spaced uniformly approximately 16 inches.
- 3.7.2 <u>JOINTING AND PLASTERING</u>: Installation of water tight joints between precast rings shall conform to either ASTM C443 standard for "o" ring joints, or the ASTM C478 standard for section joints designed for cold applied sealing compound in accordance with recommendations of the manufacturer. The sealing compound shall be CPS-210 as manufactured by Concrete Products Supply Company or CS102 as manufactured by Concrete Sealants.
- 3.8 <u>TESTING:</u>
- 3.8.1 <u>GENERAL:</u> The Contractor shall be responsible for providing all pumps, gages, instruments, test equipment and personnel required for testing operations. The Contractor shall also be responsible for cleaning and pre-testing the sewer system extension prior to notifying the Engineer and arranging for final inspections and tests.

All defects in the pipeline and appurtenances shall be remedied by the Contractor at no additional cost to the Owner.

The Contractor shall be required by the Contract Documents to clean and pretest the sewer system extension prior to notifying the Engineer and arranging for final inspections and test.

The Engineer shall be contacted prior to testing to schedule the test time such that the Engineer representative may be present. The Owners representative shall be present during all testing.

- 3.8.2 <u>TESTING SEQUENCE</u>: The following test sequence shall be used unless otherwise approved by the Owner:
  - 1. Perform a visual inspection
  - 2. Correct defects revealed by visual inspection
  - 3. Perform leakage testing
  - 4. Make any necessary repairs
  - 5. Make the necessary retests
- 3.8.3 <u>VISUAL INSPECTION</u>: The sewer shall be inspected from every manhole by use of mirrors, television cameras or other devices. The lines shall appear circular in cross section with no noticeable deflection. Lines which do not meet specified tolerances or which have structural defects shall be replaced to meet the requirements of the Engineer prior to leakage testing.
- 3.8.4 <u>LEAKAGE TESTING:</u> All segments of completed line, including services, shall be tested for leakage by low pressure air test. Testing shall be performed in the presence of the Engineer or his representative.
  - A. The Contractor shall remedy all visible leaks in pipes, manholes, and appurtenances.
  - B. Low Pressure Air Test: Tests for leakage for individual line segments shall be made by low pressure air test. Test shall conform to the requirements as follows:
    - 1. All air testing and retesting results shall be recorded on copies of the Air Data Sheets enclosed herein and submitted to the Engineer for approval.
    - 2. Air leakage testing of installed system shall be performed with continuous monitoring gauge no less than 4 inches in diameter with minimum divisions of 0.10 psi and an accuracy of plus or minus 0.04psi. All air used shall pass through a single, above ground control panel visible to the Project Representative during the testing.
    - 3. Determine the ground water elevation and determine the average ground water head above the section of line being tested. Adjust the following test pressures by adding 0.43 psig per foot of ground water head above the pipe invert.
    - 4. Pressurize the system to 4.0 psig (greater than average ground water pressure). Throttle the air supply to maintain that constant pressure for at least 2 minutes. The air pressure supply shall then be disconnected from the system or shut off. Do not exceed 9.0 psig in the system.

- 5. As a safety precaution, no one shall be allowed in a manhole after the air pressure is increased in the sewer line. If the Resident Inspector suspects that the test plug may be leaking, the pressure first shall be relieved before any adjustments are made to eliminate air leakage at the plug. The Contractor may precoat the plug with a soap solution to check the plugs for leakage.
- 6. Observe the continuous monitoring gauge while decreasing the pressure to no less than 3.5 psig (greater than ground water pressure). At a reading of 3.5 psig (adjusted) or any convenient observed pressure reading between 3.5 and 4.0 psig (adjusted), timing shall commence with a stop watch or other timing device that is at least 99.8 percent accurate.

Measure the time interval for pressure to drop 1.0 psig.

- 7. If the time, shown in the following Table I for the designated line size and length, elapses before the air pressure drops 1.0 psig; the section undergoing test may be discontinued once the prescribed time has elapsed even though the 1.0 psig drop has not occurred. Record all readings.
- 8. If the pressure drops 1.0 psig before the appropriate time shown in the Table I has elapsed, the air loss rate shall be considered excessive and the section of pipe has failed the test. Record all readings.
- 9. If lateral sewers are included in the test section, their lengths may be ignored for computing and required text times. The test will be slightly more severe. In the event a test section having a total surface area less than 625 square feet, fails to pass the air test when lateral sewers have been ignored, the test time shall be recomputed to include all lateral sewers using the following formula:

Where T = Shortest allowable time, in seconds for the air pressure to drop 1.0 psig: K = 0.000419 (D1L1 + D2L2 + ... + DnLn), but not less than 2.0"; Q = 0.0015 cu.ft./min./sq.ft. of internal surface) DI, D2,..., Dn = Nominal diameters of the different size being tested. LI, L2,..., Ln = Respective lengths of the different size pipes being tested.

If the recomputed test time is short enough to allow the section to pass, the section undergoing test shall have passed.

- 10. If the sections fail the air test, the Contractor shall determine at his own expense, the source, or sources of leakage, and shall repair or replace all defective materials and workmanship.
- 11. No sealant shall be used in the newly installed sewers to correct the leaks without prior approval of the Engineer.
- 12. The extent of the type of repair which may be allowed shall be subject to the approval of the Engineer.
- 13. The repaired pipe installation shall be retested and required to meet the requirements of this test.
- C. Infiltration or Exfiltration Test: for leakage shall not be accepted without prior written approval of the Engineer. For these methods to be considered, the Contractor shall state in writing reasons for this consideration.

Should water exfiltration or infiltration testing be allowed, the maximum leakage rate shall be 50 gallons per inch of pipe diameter per mile of pipe per 234 hours; test ground water depths must be 4 feet minimum; all liquid measurements must be made with a Pomon-O-Weir or equal device. V-notch where measurements shall not be allowed.

3.8.5 DEFLECTION TESTING FOR PVC (SDR 35): If PVC (SDR 35) sewer pipe is utilized, deflection testing shall be required with a rigid device (mandrel) sized to pass 5% or less deflection (or deformation) of the pipe.

Deflection test 100% of the total footage of solid wall PVC pipe. Deflection test is not required on PVC Truss Pipe or Ductile Iron Pipe.

The mandrel device shall be cylindrical in shape and constructed with nine or ten evenly spaced arms or prongs. Mandrels with less than nine arms will not be approved for use. The dimensions of the mandrel shall be as listed in the table below:

Note: The diameter of the mandrel shall carry a tolerance of plus or minus 0.01 inch.

Nominal Diameter	Contact Length	Mandrel Diameter ASTM 3034 SDR 35	Mandrel Diameter ASTM D2680
8"	8"	7.28"	7.36"
10"	10"	9.08"	9.26"
12"	12"	10.79"	11.16"
15"	12"	13.20"	14.01"

Allowance for piping wall thickness tolerances or ovality (from heat, shipping, poor production, etc.) shall be deducted from the "D" dimension but shall not be counted in as a part of the 5% or lesser deflection allowance.

The mandrel shall be hand pulled by the Contractor through all sewer lines in the presence of the Engineer or his Representative. Any sections of the sewer not passing the mandrel shall be uncovered and the Contractor shall reround or replace the sewer to the satisfaction of the Engineer. These repaired sections shall be retested.

The inspection shall be conducted no earlier than 30 days after reaching final trench backfill grade, provided in the opinion of the Engineer that sufficient water densification or rainfall has occurred to thoroughly settle the soil throughout the entire trench depth. If this cannot be achieved in the time after installation prior to the project completion date, then the mandrel size shall be increased to measure 1/3 less of a deflection allowance.

Contact length shall be measured between points of contact of the mandrel arm. This length shall not be less than that shown in the table above.

The mandrel may not be used until approved by the Engineer. Proving rings provided by contractor shall be used to assist in this. Drawings of the mandrel with complete dimensions shall be furnished by the Contractor to the Engineer for each diameter and specification of pipe.

The mandrel device shall be as manufactured by H and H Fabricating of Fairfield, Ohio or Wortco, Inc. of Franklin Ohio; and shall be approved by the Engineer."

- 3.8.6 <u>MANHOLE TESTING</u>: Each manhole shall be tested for leakage immediately after assembly and prior to backfilling. The test method shall be the vacuum test.
  - A. All lift holes shall be plugged with non-shrink grout.
  - B. All pipes entering the manhole shall be plugged.
  - C. The test head shall be placed at the inside of the top of the cone section and the seal inflated in accordance with the manufacturer's recommendation.
  - D. A vacuum of ten inches (10") of mercury shall be drawn and the vacuum shut off. With the valves closed, the time shall be measured for the vacuum to drop to nine inches (9"). The manhole shall pass if the time is greater than sixty (60) seconds for forty-eight inches (48") diameter, seventy-five (75) seconds for sixty inch (60"), and ninety (90) seconds for seventy-two inch (72") diameter manholes.
  - E. If the manhole fails the initial test, necessary repairs shall be made with a nonshrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained.
- 3.8.7 <u>FORCE MAIN TESTING</u>: Shall be in accordance with paragraph 3.12 of Section 02713 Water Mains. It is the Contractor's responsibility to install taps for pressure testing in adequate locations to identify any leaks and pass hydrostatic test.

END OF SECTION

## RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions and General Requirements, apply to the work specified in this section.

## PART 1 - GENERAL

### RELATED WORK SPECIFIED ELSEWHERE:

Section 02200 Earthwork

## DESCRIPTION OF WORK:

The extent of storm sewer collection system work and materials required are shown on drawings.

<u>Storm</u> Sewer collection system may include, in complete assemblies, but is not limited to, all of the following:

Dual Wall HDPE Pipe Storm sewer pipe, RCP and PVC. PVC Plastic Structures for Underground Drainage Piping System. Trench Drains Rip Rap. Catch basins / Manholes

## QUALITY ASSURANCE:

**CODE AND STANDARDS**: Comply with applicable requirements of NCDOT.

#### SUBMITTALS:

Shop Drawings, Storm Sewer System: Submit shop drawings for the system, including details of underground structures, metal accessories, fittings, and connections, and any variations from those details shown on the drawings.

**MATERIAL CERTIFICATES**: Provide material certificates signed by the material manufacturer and Contractor for all pipe manhole, catch basins, frames and grates indicating each complies with specifications.

## PART 2 - PRODUCTS

### CONDUIT MATERIALS:

<u>Dual Wall HDPE Pipe</u>: Corrugated, smooth interior, high-density polyethylene (HDPE) pipe, with ASTM D3212 water-tight reinforced integral bell & gasketed spigot jointing. Pipe and fittings shall comply with AASHTO M252 Type S, AASHTO M294 Type S, ASTM F2306.

<u>Polyvinyl Chloride (PVC) Pipe</u>: PVC pipe shall conform to the requirements of ASTM D3034 (SDR35). Joints and fabricated fittings shall be glued hub joints and shall be assembled in accordance with the pipe manufacturer's recommendations and Specification D3212. Minimum cell class shall be 12454B. PVC pipe shall be supplied in 13.0 foot lengths.

### Reinforced Concreted Pipe (RCP):

RCP shall be of tongue and groove construction in accordance with ASTM C-76, Class III. All pipe shall be stamped by supplier - "R. C.". Joint material shall be ConSeal CS-102 Butyl Rubber Sealant gasket, or ConSeal CS-202 Butyl Rubber Sealant gasket conforming to ASTM C 990, and Federal Specification SS-S-210.

## TRENCH DRAINS:

Provide vehicle traffic grade Trench Drains where indicated. Provide polymer concrete products equal to ACO Drain K100S complete with heavy duty ductile iron gratings locked down with quick locking bolt and bar type lockings as manufactured by ACO Polymer Products.

Provide general purpose grade Trench Drains designed for use in concrete slab applications where indicated. Provide fiberglass channel products equal to ACO Drain FG100 complete with Load Class B, ADA rated, perforated galvanized steel gratings, locked down with quick locking bolt and bar type lockings as manufactured by ACO Polymer Products.

## **PVC DRAIN BASINS and INLINE DRAINS:**

Provide vehicle traffic grade Drain Basins and Inline Drains where indicated shall be PVC with heavy duty ductile iron grates, shallow installation model. Products equal to Nyloplast by Advanced Drainage Systems.

#### **CONCRETE MANHOLES:**

<u>General</u>: Manholes and Catchbasins shall be precast concrete where indicated. Manholes not of a conventional size may be of concrete block or brick.

<u>Precast Concrete Manholes</u>: Shall comply with ASTM C-478, sized as indicated, with an eccentric cone, precast top, precast bottom and O-Ring joint conforming to ASTM C 493, or RAM-NEK Preformed Plastic Gasket.

Interior diameter of precast manholes shall be based upon pipe size as follows unless otherwise indicated:

<u>Pipe Size</u>	Interior Diameter
Less than 24"	4'
24" - 30"	5'
Larger than 30"	6'

#### MASONRY MATERIALS:

Concrete Masonry Units (Manhole Block): ASTM C 139.

Manhole Drop Inlet and Catch Basin Brick: ASTM C 32, Grade MS.

Concrete Brick: ASTM C 55, Grade NI.

Masonry Mortar: ASTM C 270, Type M, approximately 1:1 / 4:2 Portland Cement, lime, sand.

Concrete Block: ASTM C 90, Grade NI.

For minor amounts of mortar, packaged materials complying with ASTM C 387, Type M, will be acceptable.

9/19/2023

Plasticizing Agent: Omicron or equal. Use in accordance with manufacturer's instructions.

## ACCESSORIES:

<u>General:</u> All metal accessories for manholes, catch basins and drop inlets shall be gray cast iron, ASTM A 48, Class 30B. Frames, grates and covers shall be factory coated with an asphalt base paint. Install metal accessories as shown on the drawings.

<u>Rip Rap:</u> Rip rap shall be accomplished in accordance with Section 868 of the N. C. State Highway Specifications for Roads and Structures. Rip rap shall be located and be of the class shown on plans.

<u>Filter Cloth</u>: Filter cloth shall be composed of strong rot proof synthetic fibers formed into a fabric shall be free of any treatment or coating which might significantly alter its physical properties after installation. The filter cloth shall have a puncture strength to withstand a minimum force of 100 lbs., in accordance with ASTM D 751. Filter cloth as manufactured by Monsanto, Carthage Mills, Inc., or approved equal will be acceptable.

<u>Downspout Transition Boots</u>: Downspout transition boot fitting for each downspout shall be a PVC Sewer Solvent Weld Downspout Adaptor, sized for 4'x4" downspout transition to the underground leader pipe size indicated. Provide an SDR 35 fitting, meeting ASTM D-2729, and ASTM D-3034 requirements, utilizing solvent welded connection to SDR 35 PVC pipe leaders. As manufactured or distributed by Ferguson, Genova, NDS or equivalent.

<u>Flexible Downspout Transition Boots</u>: Downspout pipe or roof drain leader pipe transition boot fittings for each existing downspout shall be a flexible elastomeric PVC Sewer Downspout Adaptor, sized for existing downspout pipe transition to the new underground leader pipe size indicated. Provide a flexible PVC fitting, meeting ASTM D-2729, and ASTM D-3034 requirements, utilizing 300 series stainless steel pipe clamp connections to new underground pipe leaders. As manufactured or distributed by Ferguson, Genova, NDS or equivalent.

Field examine existing downspout or roof drain leader pipes to determine exact pipe and fitting sizes, and provide the couplings, reducers, connectors, or elbows to suit the condition required for complete transitions.

## PART 3 - EXECUTION

## INSPECTION:

Contractor must examine the areas and conditions under which storm sewer system work is to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

## INSTALLATION OF CONDUIT (PIPE):

#### <u>General</u>:

Perform excavation, trenching, bedding, haunching and backfilling as specified in appropriate Division 2 Sections. Conduct backfill operations of open-cut trenches closely following laying, jointing and bedding of pipe, and after initial inspection and testing are completed.

Pipe bedding, haunching and backfilling layers shall be in accordance with requirements set forth on Drawings, and in Section 02210, TRENCHING AND BACKFILLING FOR UTILITIES.

Inspect conduit before installation to detect any apparent defects. Mark defective materials with white paint and promptly remove from the site.

Particular care shall be taken to prevent damage to pipe and fitting linings and coatings. Pipe shall be protected during handling against impact shocks and free fall.

Lay conduit beginning at the low point of a system, true to the grades and alignment indicated with unbroken continuity of invert. The line and invert grade of each pipe shall be checked from top line carried on batter boards not over 24' apart or by a laser and target.

Cross above or below other pipe a minimum of 6" unless otherwise directed by the Engineer.

Place bell ends of conduit or the groove end of concrete facing upstream.

Bell holes shall be excavated for each joint to assure bedding supports the barrel of the pipe and to facilitate making a perfect joint. Preparatory to making pipe joints, all surfaces of the portion of the pipe to be jointed or of the factory-made jointing materials shall be clean and dry.

Install gaskets in accordance with manufacturer's recommendations for the use of lubricants, cements, and other special installation requirements.

The Contract Documents shall provide for the construction of a 6" Foundation Bedding of No. 57 crushed stone pipe bedding in the bottom of trenches. Reference Drawings and Section 02210 TRENCHING AND BACKFILLING FOR UTILITIES.

When unstable trench bottom material is encountered, such unstable material shall be removed to the depth required by the Owner's testing firm representative and replaced with No.57 stone such that the pipe will be adequately supported throughout the entire length. Excavation below the planned pipe invert elevation as shown on the Approved Plans shall be refilled with No. 57 crushed stone.

<u>Reinforced Concrete Pipe (RCP)</u>: Install in accordance with applicable provisions of the American Concrete Pipe Association "Concrete Pipe Field Manual", unless otherwise indicated.

## PVC PIPE INSTALLATION:

Flexible thermoplastic sewer pipe shall be installed in accordance with ASTM D2321-83a, except as modified by these specifications and the specific recommendations of the pipe manufacturer.

Pipe cutting, where permitted, shall be done in accordance with the written recommendations of the pipe manufacturer. Only factory cut ends shall be used for solvent weld joints.

Trenches shall be excavated in straight lines and uniformly sloped between manholes or junction structures. The trench shall be excavated a minimum of six inches (6") below the pipe bottom in order to receive the required bedding of Class I No. 57 crushed stone. Pipe bedding, haunching and backfilling shall be in accordance with requirements set forth in Section 02210, TRENCHING AND BACKFILLING FOR UTILITIES.

<u>Cleaning Conduit:</u> Clear the interior of conduit of dirt and other superfluous material as the work progresses.

Place plugs in the ends of uncompleted conduit at the end of the day or whenever work stops.

Flush lines between manholes as required to remove collected debris.

Interior Inspection: Inspect conduit to determine whether line displacement or other damage has occurred.

A light held in a manhole shall show a full circle of light when viewed from the adjoining end of the line.

Make inspections after lines between manholes, or manhole locations, have been installed and approximately two feet of backfill is in place and at completion of the project.

If the inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, take whatever steps are necessary to correct such defects to the satisfaction of the Engineer.

Connection to Existing Structures: Pipe connections to existing structures shall be made in such manner that the finished work will conform as nearly as practicable to the essential applicable requirements specified for new structures, including all necessary concrete work, cutting, and shaping.

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.

#### CHAIN LINK FENCING AND GATES:

Provide chain link fences and gates as complete units controlled by a single source including necessary erection accessories, fittings, and fastenings.

<u>Product Data</u>: Submit manufacturer's technical product data, and installation instructions for metal fencing, fabric, gates and accessories.

Submit manufacturer's technical product data, installation instructions, and samples of wind screening product.

Dimensions indicated for pipe, roll-formed, and H-sections are outside dimensions, exclusive of coatings.

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

### Galvanized Steel Fencing and Fabric:

Allied Tube and Conduit Corp.

American Fence Corp.

Anchor Fence, Inc.

#### Galvanized Steel Fencing:

<u>Fabric:</u> No. 9 ga. (0.148") finished size steel wires, 2" mesh, with all selvages knuckled over on all top and bottom fence fabric edges for all ballfield fences, including backstop and tennis court fencing. Tennis court mesh to be 9 ga. X 1 <sup>3</sup>/<sub>4</sub>" mesh. Both top and bottom selvages shall be twisted and barbed for property security fencing.

Furnish one piece fabric widths for fencing up to 12' high.

Fabric finish, galvanized, ASTM A 392, Class I, with not less than 1.2 oz. zinc per sq. ft. of surface.

<u>Framework:</u> Galvanized steel, ASTM A 120 or ASTM A 123, with not less than 1.8 oz. zinc per sq. ft. of surface.

Fittings and Accessories: Galvanized, ASTM A 153, with zinc weights per Table I.

#### Framing and Accessories:

End, Corner, and Pull Posts: Minimum sizes and weights as follows:

- Up to 6' fabric height, 2.375" od steel pipe, 3.65 lbs. per lin. ft., or 3.5" x 3.5" roll-formed sections, 4.85 lbs. per lin. ft.
- Over 6' fabric height, 2.875" od steel pipe, 5.79 lbs. per lin. ft., or 3.5" roll-formed sections, 4.85 lbs. per lin. ft.

Line Posts: Space 10' o.c. maximum, unless otherwise indicated, of following minimum sizes and weights.

- Up to 6' fabric height, 1.90" od steel pipe, 2.70 lbs. per lin. ft. or 1.875" x 1.625" C sections, 2.28 lbs. per lin. ft.
- Over 6' to 8' fabric height, 2.375" od steel pipe, 3.65 lbs. per lin. ft. or 2.25" x 1.875" H-sections, 2.64" lbs. per lin. ft.
- Over 8' fabric height, 2.875" od steel pipe, 5.79 lbs. per lin. ft. or 2.25" x 1.875" H-sections, 3.26 lbs. per lin. ft.

<u>Gate Posts</u>: Furnish posts for supporting single gate leaf, or one leaf of a double installation, for nominal gate widths as follows:

•	Leaf Width Up to 6'	<u>Gate Post</u> 3.5" x 3.5" roll-formed section or 2.875" od pipe	<u>lbs. / lin. ft.</u> 4.85 5.79
•	Over 6' to 13'	4.000" od pipe	9.11
•	Over 13' to 18'	6.625" od pipe	18.97
•	Over 18'	8.625" od pipe	28.55

<u>Top Rail:</u> Manufacturer's longest lengths, with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching top rail securely to each gate corner, pull and end post.

1.66" od pipe, 2.27 lbs. per ft. or 1.625" x 1.25" roll-formed sections, 1.35 lbs. per ft.

Tension Wire: 7-gage, coated coil spring wire, metal and finish to match fabric.

Locate at bottom of fabric.

<u>Post Brace Assembly:</u> Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375" diameter rod and adjustable tightener.

<u>Post Tops:</u> Provide weathertight closure cap with loop to receive tension wire or top rail; one cap for each post.

<u>Stretcher Bars</u>: One-piece lengths equal to full height of fabric, with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and 2 for each corner and pull post, except where fabric is integrally woven into post.

<u>Stretcher Bar Bands:</u> Space not over 15" o.c., to secure stretcher bars to end, corner, pull, and gate posts.

<u>Gates:</u> Fabricate perimeter frames of gates from metal and finish to match fence framework. Assemble gate frames by welding or with special fittings and rivets for rigid connections, providing security against removal of breakage connections. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware and accessories. Space frame members maximum of 8' apart unless otherwise indicated.

Provide same fabric as for fence, unless otherwise indicated. Install fabric with stretcher bars at vertical edges and at top and bottom edges. Attach stretcher bars to gate frame at not more than 15" o.c.

Install diagonal cross-bracing consisting of 3/8" diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.

Where barbed wire is indicated above gates, extend end members of gate frames 1'-0" above top member. Provide necessary clips to receive and secure 3 strands of wire.

Swing Gates: Fabricate perimeter frames of minimum 1.90" od pipe.

Gate Hardware: Provide hardware and accessories for each gate, galvanized per ASTM A 153, and in accordance with the following:

- Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180° gate opening. Provide 1-1/2 pair of hinges for each leak over 6' nominal height.
- Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.

<u>Double Gates:</u> Provide gate stops for double gates, consisting of mushroom type flush plate with anchors, set in concrete, and designed to engage center drop rod or plunger bar.

Include locking device and padlock eyes as integral part of latch, permitting both gate leaves to be locked with single padlock.

<u>Gate Egress and Security Hardware</u>: Where indicated on Drawings, provide weather resistant Surface Mount Exit Bar Kit, equal to D-6040-S by Hoover. Assembly shall include: exit bar device, 24" adjustable mounting plate, adjustable receiver bracket, lock box with solid brass keyed cylinder and two keys for 5-pin Schlage keyway, stainless steel anchors and fasteners. Silver powder coated finish.

<u>Sliding Gates:</u> Provide manufacturer's standard heavy-duty inverted channel track, ball-bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, hardware, and accessories as required.

<u>Wire Ties:</u> For tying fabric to line posts, use wire ties spaced 12" o.c. For tying fabric to rails and braces, use wire ties spaced 24" o.c. For tying fabric to tension wires, use hog rings spaced 24" o.c.

Manufacturer's standard procedure will be accepted if of equal strength and durability.

<u>Concrete</u>: Provide concrete consisting of portland cement, ASTM C 150, aggregates ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2500 psi using at least 4 sacks of cement per cu. yd., 1" minimum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

<u>Excavation</u>: If not shown on drawings, excavate holes to minimum depth and diameter as recommended by fence manufacturer.

<u>Installation</u>: Install in accordance with ASTM F 567 and written installation instructions of fencing manufacturer to provide secure, aligned installation.

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: Hydrophyllic 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.

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 03250)

## 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:

<u>Cold-Weather Concreting:</u> (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:

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

<u>Coarse Aggregate</u> 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.

<u>Lightweight Coarse Aggregate</u> 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.

<u>Air Entraining Admixture:</u> 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 120 pcf (light weight-for use in elevated slabs).

f'c minimum 3000 psi, maximum 150 pcf (regular weight pea gravel) high slump mix for concrete masonry fill.

f'c minimum 4000 psi, maximum 150 pcf (regular weight) for exposed exterior concrete.

## 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:

<u>Construction Joints:</u> 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.

# 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 <u>five</u> 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 <u>Two</u> 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.

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.

#### 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.

# 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.

# 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 date 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 screwed 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 enclosed areas 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 GREY URETHANE FLOOR SEALER FOR ENCLOSED AREAS; EQUIPMENT PLATFORMS, BOILER ROOMS, MECHANICAL ROOMS, ELECTRICAL ROOMS, CUSTODIAL ROOMS, OR WHERE INDICATED ON DRAWINGS: (Apply whether scheduled or not; typical)

After all areas are final cleaned, to include removal of all stains and exposed reinforcing fibers, apply grey 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.

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 form 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.

# 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.

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:

<u>Standard</u>: 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:

<u>Shop Drawings</u>: 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.

<u>Catalog Cuts</u>: 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.

<u>Replacement</u>: 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 tensite 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: 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.

<u>Fasteners</u>: 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.

<u>Components</u>: 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 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.

<u>Miscellaneous Fasteners</u>: 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 following and additional conditions, as may be required.

- 1. Exterior soffits
- 2. Head of exterior doors and window wall

<u>Handrails</u>: Provide pipe handrails as detailed, fabricated from 1-1/2 I.D.pipe. 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.

All exterior handrails shall be hot dipped galvanized, exposed not requiring finish painting. All welds and grindings to be recoated on site with a field applied galvanizing coating to match.

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 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.

<u>Fold-out Escape Ladder</u>: 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.

# 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.

<u>COORDINATION</u>: 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:

<u>GENERAL</u>: 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.

<u>STAIR FRAMING</u>: 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.

<u>METAL PAN RISERS, SUBTREADS, AND SUBPLATFORMS</u>: 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.

<u>Attach risers and subtreads</u> 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.

<u>Provide subplatforms</u> 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.

<u>SPIRAL STAIRS</u>: 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.

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:

<u>Standard</u>: 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.

<u>COORDINATION WITH OTHER TRADES</u>: 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.

<u>MOISTURE CONTENT OF LUMBER</u>: 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.

<u>DELIVERY AND STORAGE</u>: 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 or better U.O.N..

Where indicated on the Drawings, provide FRT Fire Retardant Treated lumber.

<u>WOOD SUB-FLOORING</u>: Where indicated on the Drawings, provide Advantech sub-flooring Exposure 1 underlayment panels, for interior applications, in thickness called for on Drawings, in compliance with

Performance Category – Structural 1. Provide Huber Engineered Woods LLC; AdvanTech Floor Panels, with tongue and groove edge profile and fully sanded face. Anchors shall be corrosion resistant. Subflooring Panel Adhesive shall be polyurethane or an approved solvent- based product complying with ASTM D3498 or APA AFG-01 and as recommended by floor panel manufacturer and adhesive manufacturer for application. Provide glued and screwed sub-floor underlayment fastening.

<u>PLYWOOD or ORIENTED STRAND BOARD MATERIALS</u>: 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.

<u>PRESERVATIVE TREATED WOOD PRODUCTS</u>: 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.

<u>MICROLLAM LVL BEAMS</u>: Provide engineered laminated veneer lumber (LVL) products equivalent to LVL beam products produced by Weyerhaeuser TrusJoist, fabricated with resin-impregnated overlays and water shedding coatings for resistance to water absorption, cupping and resistance to surface mold growth. All to be manufactured in a continuous process, with grain parallel with the length of the members.

Adhesives: Adhesives shall be of the waterproof type conforming to the requirements of ASTM D-2559.

Code Reports: Materials shall comply with ICC ES ESR-1387.

<u>FASTENING DEVICES</u>: 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.

<u>Ground Anchorage</u>: 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.

<u>Explosive-Driven Fastenings</u>: 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.

<u>Size</u>: 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:

<u>Location</u>: Install permanent and temporary wood grounds as indicated for proper execution of work of all trades. Remove temporary grounds when no longer required.

<u>Fastening</u>: 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.

<u>Coordination</u>: 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:

<u>Location</u>: 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.

<u>Steel</u>: Blocking in conjunction with steel work shall be bolted to steel with bolts, washers and nuts, countersunk where required.

<u>Roofing</u>: Form blocking in conjunction with gravel stops and built-up roofs to shapes as detailed. Anchor with countersunk bolts, washers and nuts.

<u>Anchorage</u>: Wedge, anchor and align blocking to provide rigid and secure installation of both blocking and other related work.

# INSTALLATION OF WOOD FURRING:

<u>Location</u>: 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.

<u>Spacing</u>: 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.

<u>Fastening</u>: 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.

<u>CLEANING UP</u>: 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.

<u>Standards</u>: Comply with N.F.P.A. National Design Specification and with TPI standards including "Quality Control Manual", "Commentary and Recommendations for Handling and Erecting Wood Trusses", "Commentary and Recommendations for Bracing Wood Trusses", and the following:

• "Design Specification for Metal Plate Connected Wood Trusses".

<u>Design Loads</u>: Provide trusses designed for full dead loads and the following live loads:

- Roof Trusses: 30 p.s.f. L.L.
- Floor Trusses: 60 p.s.f. L.L.

Submittals: In addition to product data for truss components submit the following:

<u>Shop drawings</u> showing sizes, design values, materials and dimensional relationships of components as well as bearing and anchorage details.

<u>Provide shop drawings and structural calculations</u> which have been signed and sealed by a structural engineer licensed to practice in North Carolina. Shop drawings shall include complete framing plans and details, indicating all bracing required to provide a complete roof system, all bearing the seal of a NC Licensed Structural Engineer.

Handle and store trusses with care and to comply with TPI recommendations to avoid damage from bending, overturning or other cause.

<u>Lumber</u>: Provide lumber S4S, S-Dry unless otherwise indicated grade marked, complying with PS 20 and requirements indicated.

<u>Lumber Species:</u> Any softwood, at Contractor's option, graded under WWPA, WCLB, SPIB or NLGA rules, which complies with other requirements.

Lumber Grade: Any grade fulfilling requirements indicated.

Metal Connector Plates: Metals as indicated, not less than 0.036" thick, coated thickness.

Galvanized Sheet Steel: ASTM A 446, Grade A, G60.

<u>Electrolytic Zinc-Coated Steel Sheet</u>: ASTM A 591, Class C, with minimum structural quality equivalent to ASTM A 446, Grade A.

<u>Fasteners and Anchorages:</u> Of size, type, material and finish suited to application shown and complying with applicable standards including FS FF-N-105 and FF-W-92, and ANSI B18.6.1.

<u>Fabrication</u>: Fabricate and assemble trusses to provide units of configuration indicated, with closely fitted joints and connector plates securely fastened to wood members.

Installation: Install trusses to comply with TPI referenced standards and other indicated requirements.

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 furnishings all labor and materials required to provide all finish carpentry and millwork, as scheduled on Drawings and as specified herein.

Work Included This Section:

All finish carpentry, cabinetwork, and millwork, as identified on Drawings, which shall include, but not necessarily be limited to the following:

- 1. Cabinets (base and wall hung)
- 2. Interior wood trim and paneling.
- 3. Work Counters
- 4. Shelves and Slatwall
- 5. Hanging all wood doors as scheduled. Doors will be fabricated prefit.

Furnish all millwork and cabinet work, deliver to building, assemble, level, secure to floors and/or walls, as shown on Drawings, equipment schedule, Specifications, and processed Shop Drawings.

#### INDUSTRY STANDARDS:

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

<u>AWI Quality Standard:</u> Comply with applicable requirements of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.

## QUALITY CONTROL:

Millwork Contractor shall be approved by Architect on basis of quality of work performed during at least 10 years of manufacturing, capability to meet requirements of these specifications, reputation of performing satisfactory work on time, and completion of at least three satisfactory installations of projects of comparable size.

# SUBMITTALS:

Shop Drawings: Submit shop drawings in accordance with GENERAL CONDITIONS on all items fabricated for this Project. Shop Drawings shall locate all grounds, blocking, and other anchoring devices required to properly secure the work.

Do not fabricate millwork until final Shop Drawings have been processed by Architect. Reviewing and processing shop drawings by Architect does not relieve Contractor of checking and verifying job dimensions and conditions required by details on processed Shop Drawings and Contract Drawings.

Reviewing and processing shop drawings by Architect does not authorize changes. No changes will be made without explicit written authorization.

<u>Samples</u>: Submit samples of following items for approval by Architect prior to preparation of Shop Drawings and deliver to Project Site.

- Submit complete and current plastic laminate colors and patterns sample chain from Formica, that includes samples of all standard and premium textures and patterns options.
- Submit complete laminate colors/pattern/textures chains from Formica, Nevamar, and Wilsonart, chains from all three manufacturers, for Architect to select from.
- Submit PVC Edgebanding sample chains and colors
- Cabinet door and drawer, showing constructions.
- Shelving Wood trim countertop and backsplash (plastic laminate clad)

## **PRODUCT HANDLING:**

<u>Delivery</u>: Do not deliver millwork items to job site until building is sufficiently conditioned to prevent damage by moisture, dampness, excessive humidity, extreme dryness, extreme heat or cold.

<u>Storage</u>: Store millwork in enclosed areas having same temperature and humidity conditions as areas in which millwork will be installed.

Damaged Items: Remove from site immediately all items damaged due to improper handling or storage.

## **ENVIRONMENTAL CONDITIONS:**

<u>Building Conditions</u>: Install millwork only when normal temperature and humidity conditions approximate interior conditions that will exist when building is occupied.

Glazing shall be in place, and all exterior openings closed. All concrete, plastering, and other wet work shall be completed and dry.

Heat and Ventilation shall be provided to maintain proper conditions before, during and after completion of installing casework.

## PART 2: PRODUCTS

## MATERIALS:

<u>General</u>: Except as otherwise indicated, comply with following requirements for architectural woodwork not specifically indicated as prefabricated or prefinished standard products.

<u>Wood Moisture Content</u>: Provide kiln-dried (KD) lumber with an average moisture content range of 9% to 13% for exterior work and 6% to 11% for interior work. Maintain temperature and relative humidity during fabrication, storage and finishing operations so that moisture content values for woodwork at time of installation do not exceed the following:

Interior Wood Finish: 8% - 13% for damp regions (as defined by AWI).

Interior Wood for Paint Finish (all interior wood and trim except as otherwise noted):

Solid Wood: Plain-sawn poplar, yellow or white pine, Grade B & Better, finger joints accepted.

Interior Wood for Transparent Finish:

Solid Wood: Plain-sawn premium clear red oak.

Plywood: Plain sliced premium clear red oak.

<u>Plastic Laminate</u>: Comply with NEMA LD-3 for type (vertical and horizontal grades), thickness, color, pattern, finish and textures indicated for each application, or if not indicated, as selected by the Architect from the manufacturer's complete line of colors and patterns, and from the manufacturer's complete line of standard and premium textures options.

#### Manufacturer:

<u>Standard</u>: For purpose of designating type and quality for plastic laminate work under this Section, Drawings and Specifications are based on products manufactured by Formica.

The basis of design is Formica's complete line of plastic laminate colors and patterns, including all of Formica's complete line of standard and premium textures options.

Submit complete and current laminate color/patterns/textures sample chains from Formica, Nevamar, and Wilsonart, all three manufacturers, for Architect to choose from.

Provide exterior grade plywood or water-resistant resin impregnated composition board countertops at all locations with a sink. Use CD exterior grade veneer plywood, fabricated with water resistant glues and adhesives.

<u>Quality Standards:</u> For following types of architectural woodwork; comply with indicated standards as applicable:

Casework and Countertops: AWI Section 400.

Shelving: AWI Section 600.

<u>Design and Construction Features:</u> Comply with details shown for profile and construction of architectural woodwork; and, where not otherwise shown, comply with applicable Quality Standards, with alternate details as Fabricator's option.

<u>Solid Surface Countertops and Benches</u>: Where Corian Solid Surface countertops or benches are indicated, provide ½" Corian or equal solid surfacing material. Architect to select from manufacturer's full range of colors and patterns.

#### INTERIOR ARCHITECTURAL WOODWORK:

Wood Casework, Transparent Finish or Plastic Laminate Clad

AWI Section: 400

<u>Grade</u>: Custom, with book matching of adjoining leafs with transparent finish

Construction: Reveal Overlay.

# CABINET HARDWARE AND ACCESSORY MATERIALS:

<u>Hardware Standards</u>: Except as otherwise indicated, comply with ANSI A 156.9 "American National Standard for Cabinet Hardware". Millwork Contractor to provide slides, dual hinges, catches, standards, brackets, locks, and pulls as shown and required.

Drawer and Door Pulls: Hafele No. 151.33.203, cast aluminum, brushed finish.

Catches: Heavy-duty roller ball catches.

<u>Catches for Tall Cabinet Door Pairs:</u> EPCO Heavy-Duty Elbow Catch, spring-loaded, in bright nickel finish, manufactured in solid brass, with slotted screw adjustment holes.

<u>Hinges</u>: Reveal overlay, 5-knuckle, non-removable pin, institutional hospital type, brushed nickel finish, by Terry or Rockford Process Control, or equivalent.

Edge Band: 3mm PVC unless indicated otherwise, exposed or concealed.

Unless otherwise noted, all edges shall be banded with 3mm PVC, with all PVC edges eased.

<u>Shelving Edge Band</u>: Provide 3mm PVC edgebanding of shelves on front and rear edges only, with 1mm PVC edgebanding on remaining two side edges.

<u>Countertop Support Bracket</u>: Wall mounted bracket, powder coated A-36 steel angle, 3/8" thick x 2.5" with beveled edges, with integral steel gusset. Mount with masonry expansion anchors at masonry support wall. Equivalent to model Front Mounting PLUS Brackets by Centerline Brackets.

Glass shall be Grade A, double strength, where scheduled.

Stainless steel sinks will be furnished and installed by Plumbing Contractor in countertop openings provided by Millwork Contractor.

# PART 3: EXECUTION

#### **INSPECTION OF SURFACES:**

Inspection: Before installation begins, inspect all areas to receive work, as follows:

For any deficiency which might prevent satisfactory installation of cabinetwork, millwork, or hanging wood doors.

For presence and proper positioning of grounds and other anchoring devices built into work as required by approved millwork Shop Drawings.

Acceptance of Surfaces: Do not start work until deficiencies of surfaces to receive work have been corrected. Beginning of installation in any area shall constitute acceptance of that area as satisfactory to receive this work. Contractor shall be fully accountable for final results and workmanship specified herein.

# INSTALLATION:

#### Cabinetwork:

Install all cabinetwork in place, level, plumb, and accurately scribed and secured to wall and/or floor, as shown on Shop Drawings approved by Architect.

Wall cabinets shall be fastened using ¼" diameter lag bolts in lead shields with chrome finish washers @ 24" maximum spacing, minimum of 4 anchors per wall hung cabinet section, 2 anchors across top and 2 anchors across bottom.

Base cabinets shall be fastened using ¼" diameter lag bolts in lead shields @ 24" maximum spacing, minimum of 4 anchors per cabinet section.

Installation shall be complete, including all trim and fillers required.

At completion of installation leave all cabinets clean and free of defects.

#### Wood Doors:

Hang all wood doors according to Door Schedule and Shop Drawings approved by Architect.

Leave each door neatly hung, swinging easily, and performing all functions intended by finish hardware schedule.

<u>CLEANUP</u>: At completion of all Finish Carpentry, Cabinetwork and Millwork installations clean up all areas in which work was performed and leave ready for installation of related work.

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:**

Work of this Section shall consist of furnishing all labor and materials required to insulate exterior stud walls, interior stud walls, attics, foundations, and interior ceilings, 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:

- Foundation wall board insulation (supporting backfill)
- Spray Applied Polyurethane Insulation (interior)
- Ceiling fiberglass blanket Insulation.
- Sound Attenuation Batt Insulation (install at all interior stud / gypsum wallboard partitions)

#### QUALITY ASSURANCE:

<u>Thermal Conductivity</u>: 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:

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

#### **PRODUCT HANDLING:**

<u>General Protection</u>: 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

# FOUNDATION / CAVITY WALL INSULATION:

<u>Extruded Polystyrene Board Insulation</u>: Rigid, closed-cell, extruded polystyrene insulation board with integral high-density skin and tongue and groove edges; complying with ASTM C578, Type IV, 25 psi compressive strength, R-value of 5.00 @ 75 degrees F mean temperature; 0.1% maximum water absorption; 1.5 perm-inch max. water vapor transmission; manufacturer's standard lengths and widths.

<u>Available Manufacturers:</u> 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 (Dupont Styrofoam XPS)
- UC Industries/U.S. Gypsum; Chicago, IL (Foamular)

<u>Mechanical Anchors</u>: Type and size shown or, if not shown, as recommended by insulation manufacturer for type of application and condition of substrate.

<u>Adhesive Mastic</u>: Type, size and spacing for each condition as recommended by insulation manufacturer for type of application and condition of substrate.

<u>Mastic Sealer</u>: Type recommended by insulation manufacturer for bonding edge joints between units and filling voids in work.

# FOAMED-IN-PLACE STUD WALL CAVITY / ATTIC INSULATION:

Foamed-In Place Stud Wall Cavity Insulation shall be a seamless two-component, one-to-one by volume, self-adhering spray-applied rigid polyurethane foam system, using blowing agent HFC-245fa, and including an anti-microbial ingredient.

<u>Application</u>: Substrate to which insulation is applied must be clean, dry, and free of frost, ice, loose debris, or contaminates that will interfere with adhesion of the spray foam insulation. Apply primers to surfaces where required by manufacturer's installation instructions. Spray apply to substrates when ambient air temperatures are between 50 degrees F and 120 degrees F, following all manufacturer's installation guidelines. Apply after the perimeter wall is in place, windows and doors installed, and rough-in plumbing and electrical inspections are completed. Mask off all areas not to receive insulation and release agent to stud facings to facilitate removal of foam. Remove all overspray and overfill from interior stud facings, remove all masking materials.

Accessories:

- A. Foam Repair Kit and Materials: Provide as per manufacturer's standard products, provided by manufacturer or equivalent kits.
- B. Mineral Wool: Safing Mineral Wool Board, 4.0 lb./cu.ft. density, as manufactured by Rock Wool Manufacturing, or equivalent.
- C. Moisture Detection Paper (MDP) Strips: MDP Strips manufactured by NCFI Polyurethanes or equivalent.
- D. Liquid-Applied air barrier flashing, equivalent to Prosoco FastFlash, Carlisle Barrier Seal, or Tremco.

Use spray foam, joint filler foam and/or caulk to seal around windows, doors, electrical raceways, filling multi-piece metal stud sill plates and headers, filling multiple joined studs, around all wall openings perimeters, etc.

<u>Physical Characteristics and Properties</u>: Foamed-In-Place Wall Insulation shall equal or exceed the following:

- A. Free Rise Core Density: 2.0 lbs/cu.ft. per ASTM D-1622
- B. Compressive Strength: 27 psi (min) per ASTM D-1621

- C. R-Value: 6.8 (min) per inch, 13 per 2 inches, per ASTM C-518
- D. Moisture Vapor Transmission: 1.3 perm per inch, 0.65 perm at 2" thick, per ASTM E 283 and 2178
- E. Water Resistive Barrier: No Penetration per a 6.24 psf test condition, ASTM E-331
- F. Air Leakage Certification: 0 at 1.57 psf, per ASTM E-283 and 2178
- G. Surface Burning Characteristics: Flame Spread Index < 25 and Smoke Developed Index < 450 per ASTM E-84

Acceptable Products:

- A. NCFI Spray Foam System 11-017 by NCFI Polyurethanes, PO Box 1528, Mt. Airy, NC 27030
- B. Equivalent products by BaySystems
- C. Equivalent Styrofoam Brand SPF Insulation products by Dow Chemical Company
- D. Or equivalent products per information submitted to and accepted by the Architect.

## Quality Assurance:

- A. Compliance with AC 377 and ASTM C1029.
- B. Insulation shall be installed per the manufacturer's printed instruction submitted to the Architect prior to the start of work.
- C. Insulation shall be installed by a contract installer who has been trained and certified by the manufacturer. The contract installer shall have not less than three (3) years experience in the trade and be properly licensed to perform the scope of work.
- D. Follow and adhere to all manufacturer's and OSHA safety guidelines.
- E. Upon completion of the installation, the contract installer shall provide 4-color infrared thermal images of all exterior wall surfaces to the Architect to confirm that foamed-in-place stud wall insulation completely fills all spaces required to be insulated. If the thermal images show voids, the contract installer shall apply foam to correct the deficiency at no added cost to the Owner.
- F. Provide a one year product performance warranty by the manufacturer.

Alternative Barrier System Required in Areas Not Protected with Drywall or Masonry:

A. Areas of Spray Foam Insulation not protected or enclosed with Drywall or Masonry shall be protected with an approved intumescent covering, equal to International Fireproofing Technologies, Inc., "DC-315", spray applied 21 mils wet / 14 mils dry minimum, meeting all requirements of the NC Building Code and IRC.

# **CEILING INSULATION:**

<u>Unfaced Blanket-type Glass Fiber Ceiling Insulation:</u> Inorganic non-asbestos fibers formed into semi-rigid blankets, R-13, 24" x 48" batt size. Do not insulate over lighting fixtures. Provide over all ceilings, unless otherwise noted.

# SOUND ATTENUATION BATT INSULATION:

Sound Attenuation Batt Insulation: Mineral wool blankets, 2 1/2" thick, manufactured by USG, USM, Owens-Corning or equal providing STC ratings scheduled. Install in strict accordance with manufacturer's printed instructions and at all interior metal stud / gypsum wallboard partitions. Provide all necessary anchoring accessories for a complete no-sag installation.

# PART 3: EXECUTION

#### **INSPECTION AND PREPARATION:**

<u>Installer must examine</u> 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.

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

# INSTALLATION:

# <u>General:</u>

<u>Comply with manufacturer's instructions</u> 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.

<u>Extend insulation full thickness</u> 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.

The general provisions of the Contract, including General and Supplementary Conditions, and General Requirements, apply to the work specified in this Section.

# PART 1 -GENERAL

# SCOPE

- A. Work of this Section shall consist of all labor and materials required to provide fiber cement lap siding, panels, single, trim, fascia, soffits, mouldings and accessories; James Hardie HZ10 Engineered for Climate Siding.
- B. Factory-finished fiber cement lap siding, panels, single, trim, fascia, soffits, mouldings and accessories; James Hardie HZ10 Engineered for Climate Siding.
- C. Coordinate this section with interfacing and adjoining work for proper sequence of installation.

06100 – Rough Carpentry 07200 – Building Insulation 07600 – Flashing and Sheetmetal 09900 - Painting

# QUALITY ASSURANCE

- A. Submittals
  - 1. Submit under provisions of Section 01300.
  - 2. Product Data: Manufacturer's data sheets on each product to be used, including:
    - a. Preparation instructions and recommendations.
    - b. Storage and handling requirements and recommendations.
    - c. Installation methods.
  - 3. Shop Drawings: Provide detailed drawings of atypical non-standard applications of cementitious siding materials which are outside the scope of the standard details and specifications provided by the manufacturer.
  - 4. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
  - 5. Verification Samples: For each finish product specified, two samples, minimum size 4 by 6 inches (100 by 150 mm), representing actual product, color, and patterns.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.

# PRODUCT HANDLING

- A. Stack fiber-cement claddings on edge or lay flat on a smooth, level surface. Protect edges and corners from chipping. Store sheets under cover and keep dry prior to installing.
- B. 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.

# JOB CONDITIONS

- A. Minimum of weather-resistive barriers and/or vapor barriers installed where required. Minimum 1-1/2 inch wood framing, faces straight, plumb and true, of uniform dimensions and properly aligned.
- B. Install weather-resistive barriers and claddings to dry surfaces.
- C. Repair any punctures or tears in the weather-resistive barrier prior to the installation of the siding.
- D. Protect siding from other trades.

# WARRANTY

- A. Provide non-pro-rated warranty against manufacturing defects in fiber-cement vertical siding for 30 years.
- B. Workmanship: application limited warranty for 2 years.

# PART 2 PRODUCTS

# PRODUCTS

- A. Provide HardiePlank HZ10 lap siding as manufactured by James Hardie Building Products, Inc.
  - 1. Fiber-cement Siding compliant with ÅSTM C 1186 Type A Grade II.
  - 2. Fiber-cement Siding compliant with ÅSTM E 136 as a noncombustible material.
  - 3. Fiber-cement Siding compliant with ASTM E 84 Flame Spread Index = 0, Smoke Developed Index = 5.
  - 4. CAL-FIRE, Fire Engineering Division Building Materials Listing Wildland Urban Interface (WUI) Listed Product.
  - 5. National Evaluation Report No. NER 405 (BOCA, ICBO, SBCCI, IBC, IRC).
  - 6. City of Los Angeles, Research Report No. 24862.
  - 7. Miami Dade County, Florida Notice of Acceptance 07-0418.04.
  - 8. US Department of Housing and Urban Development Materials Release 1263d
  - 9. California DSA PA-019.
  - 10. City of New York M EA 223-93-M.
  - 11. Florida State Product Approval FL889.
- C. Type: Select Cedarmill 7-1/4 inches with 6 inch exposure.- continuous wood grain texture, as indicated on drawings.
- D. Exterior pre-finished Hardie Panel Trim boards, sizes as indicated on Drawings.
- E. Exterior pre-finished Hardie Panel 5/16" soffit boards, sizes as indicated on Drawings.

F. Soffit Vent: Where indicated, provide continuous perforated aluminum soffit vent, with 3 inch wide perforated vent opening, for 5/16" fiber cement soffit boards, Model VT1 by Frye Reglet Corporation. 6063 T5 aluminum, clear anodized finish.

## FASTENERS

Utilize corrosion resistant anchors conforming to Building Code wind speed exposure factors and required shear values, and material thicknesses.

## PART 3 EXECUTION

## EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If framing preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Wood framing selected for minimal shrinkage and complying with local building codes, including the use of water-resistive barriers or vapor barriers where required. Minimum 1-1/2 inches (38 mm) face and straight, true, of uniform dimensions and properly aligned.
  - 1. Install water-resistive barriers and claddings to dry surfaces.
  - 2. Repair any punctures or tears in the water-resistive barrier prior to the installation of the siding.
  - 3. Protect siding from other trades.
- D. Metal stud framing complying with local building codes, including the use of water-resistive barriers and/or vapor barriers where required. Minimum 1-1/2 inches (38 mm) face and straight, true, of uniform dimensions and properly aligned.
  - 1. Install water-resistive barriers and claddings to dry surfaces.
  - 2. Repair any punctures or tears in the water-resistive barrier prior to the installation of the siding.
  - 3. Protect siding from other trades.

## PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Install a water-resistive barrier is required in accordance with local building code requirements.
- D. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements.
- E. Install Engineered for ClimateTM HardieWrapTM weather barrier in accordance with local building code requirements.
- F. Use HardieWrapTM Seam Tape and joint and laps.
- G. Install and HardieWrapTM flashing, HardieWrapTM Flex Flashing.

## INSTALLATION

- A. Install materials in strict accordance with manufacturer's installation instructions.
- B. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall. Apply planks horizontally with minimum 1-1/4 inches (32 mm) wide laps at the top. The bottom edge of the first plank overlaps the starter strip.
- C. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.
- D. Align vertical joints of the planks over framing members.
- E. Maintain clearance between siding and adjacent finished grade.
- F. Locate splices at least one stud cavity away from window and door openings.
- G. Use off-stud metal joiner in strict accordance with manufacturer's installation instructions.
- H. Wind Resistance: Where a specified level of wind resistance is required Hardieplank lap siding is installed to framing members and secured with fasteners described in Table No. 2 in National Evaluation Service Report No. NER-405.
- I. Face nail to sheathing.
- J. Locate splices at least 12 inches (305 mm) away from window and door openings.

#### FINISHING

- A. Finish unprimed siding with a minimum one coat high quality, alkali resistant primer and two coats high quality alkali resistant 100 percent acrylic enamel or latex, exterior grade topcoat within 90 days of installation. Follow paint manufacturer's written product recommendation and written application instructions.
- B. Finish factory primed siding with a minimum of one coat of high quality 100 percent acrylic or latex or oil based exterior grade paint within 180 days of installation. Follow paint manufacturer's written product recommendation and written application instructions.

# PROTECTION

A. Protect installed products until completion of project. Touch-up, repair or replace damaged products before Substantial Completion.

The general provisions of the Contract, including General and Supplementary Conditions, and General Requirements, apply to the work specified in this Section.

#### PART 1 - GENERAL

#### RELATED WORK SPECIFIED ELSEWHERE:

07850 – Asphalt Shingles

#### **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:

Gutters and Downspouts All sheet metal work required for moisture control Metal base and counterflashings

#### **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:

Gutters and Downspouts: Continuous gutters, .032 prefinished aluminum, Kynar 500 finish.

Roof Pipe Flashing to be Decktite or equivalent.

Base and step flashings to be .024 prefinished aluminum, Kynar 500 finish.

Colors shall be selected by the Architect.

#### 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 standards and detailing.

END OF SECTION

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:**

Types of shingle applications specified in this section include the following:

Asphalt shingle roofing

#### QUALITY ASSURANCE:

UL Listing: Provide labeled materials which have been tested and listed by UL for Class and Rating indicated.

Adhere to standards set forth by NRCA Roofing and Waterproofing Manual – Fifth Edition, Steep Sloped Roofing standards.

#### SUBMITTALS:

<u>Product Data:</u> Submit technical product data, installation instructions and recommendations from shingle manufacturer, including data that materials comply with requirements.

<u>Samples</u>: Submit full range of samples for color selection. After selection, submit 2 full-size shingles for verification of color selected.

#### DELIVERY, STORAGE AND HANDLING:

Deliver materials in manufacturer's unopened, labeled containers.

<u>Store</u> materials to avoid water damage, and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.

#### JOB CONDITIONS:

<u>Substrate</u>: Proceed with shingle work only after substrate construction and penetrating work have been completed.

<u>Weather Conditions</u>: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.

#### SPECIFIED PRODUCT WARRANTY:

Provide shingle manufacturer's warranty on installed work, agreeing to pay for repair or replacement of defective shingles as necessary to eliminate leaks. Period of warranty is 25 years from date of substantial completion.

Provide material under warranty equivalent in duration to that of shingles provided.

# PART 2 - PRODUCTS

# ASPHALT SHINGLE MATERIALS:

Asphalt Shingles: Atlas "Pinnacle Pristine" high performance architectural shingles.

<u>Material:</u> Fiberglass base, mineral granule-surfaced type, laminated architectural shingle with "Scotchgard Protector" for mildew resistance.

Fire resistance: ASTM E 108 Class A, UL 790 Class A Fire Resistance

Wind resistance: 130 MPH

<u>Waterproofing Underlayment:</u> CertainTeed "WinterGuard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and "split" back plastic release film; install on all roof surfaces.

<u>Asphalt Plastic Cement</u>: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.

Hip and Ridge Shingles: Job-fabricated units cut from actual shingles used.

<u>Nails:</u> Aluminum or hot-dip galvanized 11 or 12-gage sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate through plywood sheathing.

<u>Perimeter Edge Metal Eave Drip:</u> Pre-finished aluminum .032 thick continuous "T" type perimeter flashing at eave and rakes. Install under underlayment on eaves and over underlayment on rakes.

Pipe Flashing: Shall be Dektite, or equivalent by Master Flash, Westform Metals or IPS Roofing Products.

#### ICE DAM PROTECTION:

<u>Ice Dam Protection</u>: Equal to Ice and Water Shield as manufactured by GAF, self adhering polymermodified bitumen with self-healing properties, sheet good rolls, continuous installation at all valleys and roof edge eaves.

## PART 3 - EXECUTION

## INSPECTION

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

#### PREPARATION OF SUBSTRATE:

<u>Clean substrate</u> of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.

<u>Coordinate</u> installation of shingles with flashing and other adjoining work to ensure proper sequencing. Do not install roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.

# INSTALLATION

<u>General</u>: Comply with instructions and recommendations of shingle manufacturer, except to extent more stringent requirements are indicated.

Asphalt Shingles:

<u>Underlayment:</u> Apply specified waterproofing underlayment layer horizontally over entire surface, in accordance with manufacturer's written instructions, lapping succeeding courses 4" minimum, installed in place until shingle installation.

<u>Shingles:</u> Install starter strip of roll roofing or inverted shingles with tab s removed; fasten shingles in manufacturer's recommended pattern, weather exposure and number of fasteners per shingle. Use horizontal and vertical chalk lines to ensure straight coursing.

Comply with installation details and recommendations of shingle manufacturer and NRCA Steep Roofing Manual.

<u>Flashings and Edge Protection</u>: Install metal flashings, pipe vent flashings and edge protections as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Pipe vents shall be painted to match roof surface.

# EXTRA STOCK:

<u>Provide</u> minimum of 1% of installed quantity of type and color shingle used in the work. Provide in unopened clearly labeled bundles or containers, place where directed by Architect.

END OF SECTION

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:**

Types of shingle applications specified in this section include the following:

Asphalt shingle roofing

#### QUALITY ASSURANCE:

UL Listing: Provide labeled materials which have been tested and listed by UL for Class and Rating indicated.

Adhere to standards set forth by NRCA Roofing and Waterproofing Manual – Fifth Edition, Steep Sloped Roofing standards.

#### SUBMITTALS:

<u>Product Data:</u> Submit technical product data, installation instructions and recommendations from shingle manufacturer, including data that materials comply with requirements.

<u>Samples</u>: Submit full range of samples for color selection. After selection, submit 2 full-size shingles for verification of color selected.

#### DELIVERY, STORAGE AND HANDLING:

Deliver materials in manufacturer's unopened, labeled containers.

<u>Store</u> materials to avoid water damage, and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.

#### JOB CONDITIONS:

<u>Substrate</u>: Proceed with shingle work only after substrate construction and penetrating work have been completed.

<u>Weather Conditions</u>: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.

#### SPECIFIED PRODUCT WARRANTY:

Provide shingle manufacturer's warranty on installed work, agreeing to pay for repair or replacement of defective shingles as necessary to eliminate leaks. Period of warranty is 25 years from date of substantial completion.

Provide material under warranty equivalent in duration to that of shingles provided.

# PART 2 - PRODUCTS

# ASPHALT SHINGLE MATERIALS:

Asphalt Shingles: Atlas "Pinnacle Pristine" high performance architectural shingles.

<u>Material:</u> Fiberglass base, mineral granule-surfaced type, laminated architectural shingle with "Scotchgard Protector" for mildew resistance.

Fire resistance: ASTM E 108 Class A, UL 790 Class A Fire Resistance

Wind resistance: 130 MPH

<u>Waterproofing Underlayment:</u> CertainTeed "WinterGuard"; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and "split" back plastic release film; install on all roof surfaces.

<u>Asphalt Plastic Cement</u>: Fibrated asphalt cement complying with ASTM D 2822, designed for trowel application.

Hip and Ridge Shingles: Job-fabricated units cut from actual shingles used.

<u>Nails:</u> Aluminum or hot-dip galvanized 11 or 12-gage sharp pointed conventional roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate through plywood sheathing.

<u>Perimeter Edge Metal Eave Drip:</u> Pre-finished aluminum .032 thick continuous "T" type perimeter flashing at eave and rakes. Install under underlayment on eaves and over underlayment on rakes.

Pipe Flashing: Shall be Dektite, or equivalent by Master Flash, Westform Metals or IPS Roofing Products.

#### ICE DAM PROTECTION:

<u>Ice Dam Protection</u>: Equal to Ice and Water Shield as manufactured by GAF, self adhering polymermodified bitumen with self-healing properties, sheet good rolls, continuous installation at all valleys and roof edge eaves.

## PART 3 - EXECUTION

## INSPECTION

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

#### PREPARATION OF SUBSTRATE:

<u>Clean substrate</u> of any projections and substances detrimental to shingling work. Cover knotholes or other minor voids in substrate with sheet metal flashing secured with roofing nails.

<u>Coordinate</u> installation of shingles with flashing and other adjoining work to ensure proper sequencing. Do not install roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.

# INSTALLATION

<u>General</u>: Comply with instructions and recommendations of shingle manufacturer, except to extent more stringent requirements are indicated.

Asphalt Shingles:

<u>Underlayment:</u> Apply specified waterproofing underlayment layer horizontally over entire surface, in accordance with manufacturer's written instructions, lapping succeeding courses 4" minimum, installed in place until shingle installation.

<u>Shingles:</u> Install starter strip of roll roofing or inverted shingles with tab s removed; fasten shingles in manufacturer's recommended pattern, weather exposure and number of fasteners per shingle. Use horizontal and vertical chalk lines to ensure straight coursing.

Comply with installation details and recommendations of shingle manufacturer and NRCA Steep Roofing Manual.

<u>Flashings and Edge Protection</u>: Install metal flashings, pipe vent flashings and edge protections as shown and in compliance with details and recommendations of the NRCA Steep Roofing Manual. Pipe vents shall be painted to match roof surface.

# EXTRA STOCK:

<u>Provide</u> minimum of 1% of installed quantity of type and color shingle used in the work. Provide in unopened clearly labeled bundles or containers, place where directed by Architect.

END OF SECTION

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:

<u>Standard</u>: 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.

<u>Source</u>: 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:

<u>Manufacturer's Data</u>: 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.

<u>Certifications</u>: 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.

<u>Joint Fillers and Gaskets</u>: 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.

<u>Guarantee</u>: 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:

<u>Non-Traffic Joints</u>: 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.

<u>Floor Joints</u>: Packing shall be closed cell neoprene cord or square rod conforming to ASTM C 509-66T, with minimum shore "A" hardness of 45.

<u>Fire-Rated Through Penetrations</u>: non-combustible rock wool type mineral wool.

## NON-RATED CAULKING COMPOUNDS /SEALANTS

<u>Interior Joints</u>: Caulking, other than where sealant is called for, shall be a solvent free, low modulus, onepart 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.

<u>Exterior Joints</u>: 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 postconsumer 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:

<u>Type</u>: Primer, where required by Sealant Manufacturer, shall be solution or compound designed to insure adhesion of sealant and shall be compatible with sealant.

<u>Source</u>: Material shall be provided by Sealant or Caulking Manufacturer and shall be selected for compatibility with sealant, with substrate and shall be non-staining.

<u>PRODUCT COMPATIBILITY</u>: 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

<u>Proper Surfaces</u>: 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.

<u>Curing</u>: Joints in masonry, concrete and stucco work shall not be sealed until substrate has cured minimum of 28 days.

## PREPARATION:

<u>Joint Cleaning</u>: 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.

<u>Sheet Metal</u>: 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.

<u>Joint Design</u>: 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.

<u>Width Depth Ratio</u>: 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.

<u>Joint Packing</u>: 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.

<u>Masking</u>: 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.

<u>Joint Finishing</u>: 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 tolune 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:

<u>Excess Material</u>: 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

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:

<u>Manufacturers</u>: 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:

<u>Shop Drawings</u>: 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.

<u>Samples</u>: 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

<u>GALVANIZED METAL FRAMES</u>: 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.

<u>Type and Gauges of Metal</u>: 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

<u>Metal Reinforcements</u>: 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.

<u>Workmanship and Design</u>: 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.

<u>Forming Corner Joints</u>: 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.

<u>Provisions for Hardware</u>: 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.

<u>Wall Anchors</u>: 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.

<u>Floor Anchors</u>: 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.

<u>Shipment</u>: 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:

<u>Type and Gauges of Metal</u>: 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.

<u>Hardware Reinforcements</u>: 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".

<u>Glass</u>: Furnish and install glass 1/4" clear tempered safety glass, impact resistant as required, as per Section 08800.

<u>Workmanship</u>: 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:

<u>Construction</u>: 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.

<u>Reinforcement</u>: 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.

<u>Optional Construction</u>: 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.

# 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.

<u>LOCATION OF HARDWARE</u>: 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

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

#### **DESCRIPTION OF WORK:**

Work of this Section shall include furnishing, delivering, and storing where directed at site, the following:

Solid Core Wood Doors, as shown on drawings and specified herein. Intent of drawings and specifications is to provide all wood doors for the entire project as indicated on plans, whether specifically scheduled or not. Provide wood doors for all openings where reasonably inferable from plan drawings.

#### INDUSTRY STANDARDS:

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

#### SUBMITTALS:

Submit complete schedule indicating dimensions, cutouts, hardware sets, species, and other pertinent data, which references the individual architectural door mark number as shown on the plan sheets.

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

Submit Manufacturer's data sheets, completely describing door construction, WDMA I.S. 1-A (formerly NWWDA) and AWI Classifications.

Door Supplier to submit written certification on the supplier's letterhead that the doors provided shall conform to every aspect of this specification.

Door physical finish samples shall accompany submittals. The samples will show the range of color variation.

Warranty statement shall accompany the submittal.

#### QUALITY ASSURANCE:

Flush wood veneer doors shall conform to the latest edition of the following standards: WDMA I.S. 1-A requirements for "Premium Grade".

Tolerances for warp, telegraphing, squareness, and prefitting dimensions as per the latest editions of WDMA I.S. 1-A, AWI Section 1300 and NFPA 80 1-11.4, 1999 edition.

Each door shall bear an identifying label indicating the manufacturer, door number and order number, as well as fire rating where applicable.

Where fire rated doors are required, provide doors labeled by ITS/Warnock Hersey International. Construction details and hardware application shall be as approved by the labeling agency.

Provide doors to meet UBC 7-2-1997 requirements for positive pressure opening assemblies in areas where this has been adopted by local authorities having jurisdiction.

### MANUFACTURERS:

<u>Standards</u>: For purposes of designating type and quality for work under this Section, Drawings and Specifications are based on 5-ply door products meeting WDMA I.S. 1-A Premium Grade manufactured or furnished by Marshfield Door Systems.

<u>Acceptable Manufacturers</u>: Products of following manufacturers, meeting all requirements of these specifications, will also be acceptable.

- Marshfield
- Eggers Doors
- Oshkosh
- Algoma
- VT Industries

<u>Samples</u>: Sample corner section of door indicating edge, top/and/or bottom construction, core and hardware reinforcement.

<u>Color Samples</u>: Provide physical color samples in the veneer species specified, in the full range of manufacturer's standard colors.

<u>Certificates</u>: Provide certificate from manufacturer stating compliance with these specifications.

<u>Guarantee</u>: Provide guarantee for life of installation. Any defects noted during warranty period shall be corrected at no cost to the building Owner. Such corrective work shall include all labor and material for repair, replacement, refinishing and rehanging as required.

#### PRODUCT HANDLING:

<u>Storage</u>: Store doors at site so as to raise edges off floor and away from walls, letting air circulate freely. Store in enclosed area free from excessive heat, cold and humidity. Do not install scratched, dented or otherwise damaged doors in work.

<u>Packaging</u>: Door Manufacturer shall package doors in a manner to provide protection until they are installed.

Coordination: Provide Door Manufacturer with following:

- Two (2) copies of approved door schedule and Shop Drawings.
- Two (2) copies of the approved hardware schedule.
- One (1) copy of floor plan of building, showing Architect's marks and opening identification.
- Two (2) sets of templates for applicable locks, hinges and other finish hardware.

## PART 2: PRODUCTS

## SOLID CORE DOORS:

<u>Construction</u>: Doors shall be flush type, solid core, 5-ply, Premium Grade, Type PC-5ME. Seven-ply and non-bonded core construction not accepted. Doors shall be 1-3/4" thick and shall be widths and height shown on door schedule.

Veneer: Face veneer to be plain sliced red oak, "A" grade, book and running matched, factory finished.

<u>Finish</u>: Doors to be factory stained and prefinished, delivered to job in protective wrapping. No doors shall be hung until finish work is complete.

Top and bottom rails shall be factory sealed with an approved sealer.

Core shall be of one piece slab, particle board, density 28-32 lb. per cu. ft. or greater bonded to stiles and rails with Type II adhesive, using high frequency method, then sanded as a unit. Meet particleboard standard ANSI A208.1, Grade 1-LD-2.

Vertical stiles shall be two piece 1 3/8" thick, with an inner stile of SCL laminated to outer  $\frac{1}{4}$ " hardwood stile, matching the veneer, to provide minimum thickness after trimming of 1 3/8". Top and bottom rails shall be of structural composite lumber (SCL) construction 1 3/8" thick before prefitting. Blocking shall be provided where mortise closers or other similar devices occur.

Composite cross bands shall be applied to core prior to application of matching hardwood stiles. Exposed cross banding is not allowed along stile edges.

Veneers are to be applied to the cross banded core in a HOT PRESS using Type I exterior water resistant adhesive. Five ply construction. Exposed veneer edges are not permitted.

<u>Openings</u>: Factory cut openings for glass. Flush wood glass stops required for non-rated openings, species to match veneer. 20 minute rated glass kits will utilize concealed metal glass retaining clips equal or similar to VT Industries VT Fire Clip.

<u>Openings with 088700 Security Glazing Film</u>: Provide Metal Vision Frame #110 factory finished trim by VT Industries or equivalent for perimeter of glass openings, for wood doors receiving security glazing film.

<u>Glass</u>: 1/4" tempered or wire glass will be furnished and installed under Section 08800.

# COMPOSITE FIRE DOORS:

Grade: WDMA I.S. 1-A, Premium, Type FD-5

Construction shall conform to Underwriter's Laboratories Class "B" 1 Hr. and 1-1/2 Hr. and Class "C" 3/4 Hr. rating requirements and shall have been tested in accordance with ASTM E 152 for fire resistance, heat transmission, and structural integrity.

<u>Core</u>: Core shall be calcium silicate with non-asbestos fibers, 30.8 – 34.7 lbs./ft3 nominal density, containing no asbestos. Core shall be jointed together with tongue-and-groove joints in accordance with Underwriter's Laboratories, Inc. procedure manual. Core shall be smoothly sanded prior to application of cross band and face veneer.

<u>Edge Bands</u>: Outer stiles are to be of same species as veneer. Inner stiles to be structural composite lumber (SCL) for 45 minute rated doors, or GP Firestop I for 60 and 90 minute rated doors which can be warranted for use with mortise butt hinges and No.  $12 - 1 \frac{1}{4}$ " steel threaded-to-head screws. The door manufacturer shall drill 5/32" diameter pilot holes for all hinges.

Rails are to be structural composite lumber (SCL) for 45 minute rated doors, or GP Firestop for 60 and 90 minute rated doors, manufacturer's standard width.

Composite cross bands shall be applied to core prior to application of matching hardwood stiles. Exposed edge banding is not allowed along stile edges.

Veneers are to be applied to the cross banded core in a HOT PRESS using Type I exterior water resistant adhesive. Five ply construction. Exposed veneer edges are not permitted.

Where UBC 7-2-1997 requirements for positive pressure must be met, doors shall include all requirements as part of the door construction per "Category A" guidelines as published by ITS/Warnock Hersey. <u>No intumescent is allowed on the frame</u>. Only smoke gasketing applied around the perimeter of the frame to meet the "S" rating is permissible.

Vision panels and glass lights where indicated on plans, furnish and install vision panels glazed with 1/4" tempered or wire glass as indicated. Glass stops will be flush type and will utilize concealed metal glass retaining clips equal or similar to VT Industries VT Fire Clip. Where UBC 7-2-1997 requirements for positive pressure must be met, install a light kit labeled for UBC 7-2-1997 positive pressure applications to meet the appropriate fire rating.

Astragal sets, metal edges, or edge guards will not be allowed on positive pressure doors concealing intumescent within door structure.

#### FACTORY FINISHING:

AWI, catalyzed polyurethane, premium grade. Stain coat, three coats of sealer, two polyurethane topcoats finish per AWI Section 1500. AWI Types 2 and 3 are not acceptable.

Top and bottom rails shall be factory sealed.

#### HARDWARE PREPARATION:

<u>Machining</u>: Doors shall be factory machined for application of finish hardware that required cutting of door (except surface applied hardware) including pilot holes for hinge screws and lock fronts.

<u>Coordination</u>: Door manufacturer shall assume responsibility of properly coordinating hardware schedule, door schedule, and hollow metal frame shop drawings and shall supply machined doors individually identified for proper openings.

**LOCATION OF HARDWARE**: Refer to Section 08700.

# PART 3: EXECUTION

# CONDITION OF SURFACES:

Frames shall be set plumb and secure before installation of doors.

<u>Responsibility</u>: Contractor will be held responsible for correct door frame installation. Frames out of square, cocked at bottom or bowed in or out along vertical jambs more than 1/8" shall be reinstalled.

<u>Temperature and Humidity</u>: Doors shall not be installed until areas of installation have temperature and humidity near that of completed building.

### DOOR INSTALLATION:

Fire door installation is required to be in accordance with the NFPA 80, "Standard for Fire Doors and Fire Windows". Machined fire doors shall be provided with detailed installation instructions when doors bear a label indicating compliance to UBC 7-2-1997 or UL 10C.

<u>Hanging</u>: Doors shall be fitted, hung plumb, and true to within following allowable warpage tolerances: 1/4" for doors of areas 10 sq. ft. or greater, 1/8" for doors under area of 10 sq. ft. Install fire doors in accordance with NFPA Pamphlet 80 1-11.4, 1999 edition and U.L. requirements.

<u>Non-rated clearances</u>: Provide clearances of 1/8" at sides and top; lock edge shall have required bevel to clear frame. Provide at bottom, for specific locations, minimum adequate clearance of finish floor coverings and/or thresholds, not to exceed 3/4". Provide other undercuts as required.

Category "A" clearances between door edge and frame must be at least 1/16" and no greater than 1/8" at the head and jambs. See NFPA 80 1-11.4, 1999 edition, for clearance under door bottoms.

Factory machined doors improperly sized for opening or improperly machined for hardware by Door Manufacturer shall be rejected and returned to factory for proper replacement.

# GLAZING:

Set glass against fixed molding with specific glazing compound utilizing glass retaining clips as specified.

END OF SECTION

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. Completed assemblies shall comply with all current NC Building code requirements.
- B. 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.
- 2. Old Castle Equivalent Model
- 3. Kawneer Equivalent Model
- 4. Tubelite Equivalent Model
- 5. EFCO Equivalent Model
- 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. Required Hardware: ADA Compliant:
  - a. Aluminum Threshold: Pemko 2005AV, or equivalent by National Guard or Hagar.
  - b. Weather stripping perimeter wool pile: National Guard, Pemko, or Hager.
  - c. Continuous door sweep with drip Pemko 345-V, or equivalent.
  - d. Push/Pull unless exit device indicated on door schedule.
  - e. Heavy-duty continuous Hinge: Pemko, McKinney, or Select Products.
  - f. Removable mullion at pairs of doors: Von Duprin; keyed operation.

## 2.02 MATERIALS

- A. Extrusions: ASTM B 221 (ASTM B 221M), 6063-T5 Aluminum Alloy.
- B. Aluminum Sheet:
  - 1. Anodized Finish: ASTM B 209 (ASTM B 209M), 5005-H14 Aluminum Alloy, 0.050 inch (1.27 mm) minimum thickness.
  - 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 anodized, 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

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 45F-T MegaTherm<sup>™</sup> 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. Completed assemblies shall comply with all current NC Building code requirements.
- B. 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 member2.Extruded aluminum subsill with weeps and end dams

- 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.

1. Storefront System: YKK AP YES 45F-T MegaTherm<sup>™</sup> Storefront System.

Oldcastle FG-3000T US Aluminum Series IT 451

Kawneer Equivalent Model Tubelite Equivalent Model EFCO Equivalent Model

- 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 manufacturer's extruded aluminum sub-sill with weeps and 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.
- 4. .040" prefinished aluminum brake metal sill flashing, with all edges double hemmed.
- 5. Aluminum flat plates as needed for anchoring; shims, plates and anchors required for a secure installation.

### 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.
- 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.
  - 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 .040 prefinished aluminum brake metal sill flashings at exterior storefront systems. Provide profiles, sizes and profiles as indicated on Drawings. Extend sill flashings 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

- 1.1 SECTION INCLUDES:
  - A. Factory assembled vinyl single-hung windows, impact-resistant insulated glass and glazing, operable hardware, weatherstripping, full insect screens.
  - B. All anchorages, attachments, extensions, trims, flashings and shims, sill pan flashing, for a complete assembly.
- 1.2 RELATED REQUIREMENTS
  - A. Section 07900 Joint Sealants: Sealants.

# 1.3 REFERENCE STANDARDS

- A. ASTM International (ASTM):
  - a. ASTM C 1036 Standard Specification for Flat Glass.
  - b. ASTM C 1048 Standard Specification for Heat-Treated Flat Glass—Kind HS, Kind FT Coated and Uncoated Glass.
  - c. ASTM E 330 Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
  - d. ASTM F 588 Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact.
  - e. ASTM E-84 Standard Test Method for Surface Burning Characteristics of Building Material
  - f. UL 723 Standard Test Method for Surface Burning Characteristics of Building Material
- B. Screen Manufacturers Association (SMA):
  - a. SMA 1201 Specifications for Insect Screens for Windows, Sliding Doors and Swinging Doors.
- C. Window and Door Manufacturers Association (WDMA):
  - a. AAMA/WDMA/CSA 101/I.S.2/A440 North American Fenestration Standard/Specification for Windows, Doors, and Skylights.

# 1.4 SUBMITTALS

- A. Comply with General Conditions for submittal procedures.
- B. Product Data: Submit manufacturer's product data, including compliance with referenced standards, and installation instructions.
- C. Shop Drawings: Submit manufacturer's shop drawings, indicating dimensions, construction, component connections and locations, anchorage methods and locations, hardware locations, and installation details.
- D. Samples: Submit full-size or partial full-size sample of vinyl double-hung windows illustrating glazing system, quality of construction, and color of finish.

- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements/standards and are suitable for intended application.
- F. Cleaning and Maintenance Instructions: Submit manufacturer's cleaning and maintenance instructions.
- G. Warranty Documentation: Submit manufacturer's standard warranty.
- H. QUALITY ASSURANCE
  - 1. Installer's Qualifications:
  - a. Installer regularly engaged, for past 5 years, in installation of vinyl double-hung windows of similar type to that specified.
  - b. Employ persons trained for installation of vinyl double-hung windows.
- 1.2 DELIVERY, STORAGE, AND HANDLING
  - A. Deliver windows to site undamaged in manufacturer's or sales branch's original, unopened containers and packaging, with labels clearly identifying manufacturer and product name.
  - B. Include installation instructions.
  - C. Store and handle windows in accordance with manufacturer's instructions.
  - D. Store windows off ground and under cover.
  - E. Provide full support under framework when storing, handling, and installing windows.
  - F. Allow sufficient spacing between windows during storage for ventilation.
  - G. Do not lift windows by head member only.
  - H. Protect windows from weather, direct sunlight, and construction activities.
  - I. Protect windows and finish during handling and installation to prevent damage.

# PART 2 PRODUCTS

- 2.1 MANUFACTURER
  - A. Provide models equivalent to: Jeld-Wen Builders.

# 2.2 PERFORMANCE REQUIREMENTS

- A. Performance:
  - a. Meets or exceeds AAMA/WDMA/CSA 101/I.S.2/A440 Ratings: LC-PG40 to LC-PG60, WDMA Hallmark Certified.
  - b. Unit assembly shall withstand both positive and negative uniform static air pressure difference without damage when tested according to ASTM E 330.
  - c. Air Infiltration, 1.57 psf wind pressure: 0.30 cfm/ft<sup>2</sup> of frame.
  - d. Design Pressure: 40 to 60 psf.
  - e. Water Penetration Resistance: 6.06 to 9.20 psf.
  - f. Forced Entry Resistance, ASTM F 588, Minimum Security Grade: 10.
  - g. Maximum Operating Force:
    - i. Initiate Motion: 50 lbs.
    - ii. Maintain Motion: 35 lbs.
  - h. Meets U.S. ENERGY STAR guidelines.
  - i. Flame Spread ASTM E-84 Class C: flame spread 76 200 max.
  - j. Smoke Developed ASTM E-84 Class C: smoke developed not exceeding 450
- 2.3 VINYL SINGLE-HUNG WINDOWS

- A. Vinyl Single-Hung Windows: Jeld-Wen V-2500 Series, or equivalent products by Silverline.
- B. Frame:
  - a. Interior and Exterior Frame Surfaces: Extruded, rigid, polyvinyl chloride (PVC).
  - b. Overall Frame Depth: 4.563 inches.
  - c. Frame Members: Mitered and heat fused to provide fully welded corner assembly with invisible corner welds.
  - d. Sill: Fitted with weeps.
- C. Sash:
  - a. Sash Members:
    - a) Extruded, rigid, PVC [with foam insulation].
    - b) Mitered and heat fused to provide fully welded corner assembly with invisible corner welds.
  - b. Integral extruded sash lift.
  - c. Contains sealed insulating glass.
  - d. Wet glazed with polyurethane-reactive hotmelt.
- D. Glazing:
  - a. Float Glass: ASTM C 1036.
    - 1) Glass Type: Annealed
  - b. Exterior face-glazed sealed insulating glass.
  - c. Dual-Pane Insulating Glass:
    - 1) Total Thickness: 3/4 inch
    - 2) Gray Low-E 366 coated.
- E. Weatherstripping:
  - a. Sash: Weatherstripped around sash perimeter with fin-type, pile weatherstripping in 2 locations and vinyl-wrapped foam weatherstrip in 1 location.

# 2.4 HARDWARE

- A. Balances: Galvanized steel block-and-tackle balances connected to sash with polyester cord and concealed within frame.
- B. Locks: Factory-installed, zinc-die-cast, self-aligning, cam-action locks located on check rail.
- a. Sash Locks: Two sash locks installed on windows with minimum of 29-1/2 inches frame width.
- C. Tilt Latches: Factory-installed, zinc-die-cast, located on check rail of lower sash and the top rail of the upper sash.
- D. Fasteners: Corrosion-resistant, PVC-compatible material.
- E. Hardware Finish: Satin Nickel

# 2.5 SCREENS

- A. Screens: Standard.
- B. Screen Cloth: Black, vinyl-coated, 18/16 mesh, fiberglass screen cloth, SMA 1201.

# 2.6 GRILLES

- A. Grilles: Grilles-between-the-glass.
- A. Insulating glass contains aluminum grilles permanently installed between 2 panes of glass.
- B. Profile: 3/4-inch contour
- C. Pattern:

# 2.7 TOLERANCES

- A. Windows shall accommodate the following opening tolerances:
- A. Horizontal Dimensions Between High and Low Points: Plus 1/4 inch, minus 0 inch.
- B. Width Dimensions: Plus 1/4 inch, minus 0 inch.
- C. Building Columns or Masonry Openings: Plus or minus 1/4 inch from plumb.

# 2.8 FINISH

- A. Exposed PVC Surfaces: Smooth, glossy, and uniform in appearance.
- B. Frame and Sash Colors:
  - a. Exterior / Interior: WHITE.

# 2.9 INSTALLATION ACCESSORIES

- A. Flashing/Sealant Tape:
  - a. Aluminum-foil-backed butyl window and door flashing tape.
  - b. Maximum Total Thickness: 0.013 inch.
  - c. UV resistant.
  - d. Verify sealant compatibility with sealant manufacturer.
- B. Interior Insulating-Foam Sealant: Low-expansion, low-pressure polyurethane insulating window and door foam sealant.
- C. Exterior Perimeter Sealant: Polyurethane, Refer to Section 07900 Joint Sealants.

# PART 3 EXECUTION

# 3.1 EXAMINATION

- A. Examine rough opening to receive vinyl Double-Hung windows.
  - a. Verify rough opening is plumb, level, square, and of proper dimensions.
  - b. Verify a minimum of 1-1/2 inches of solid wood blocking is installed around perimeter of rough opening.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not proceed with installation until unsatisfactory conditions are corrected.

# 3.2 INSTALLATION

- A. Install vinyl single-hung windows in accordance with manufacturer's instructions.
- B. Install windows plumb, level, square, and without distortion.
- C. Maintain alignment with adjacent work.
- D. Install windows to be weathertight.
- E. Install windows to be freely operating.
- F. Verify proper operation of operating hardware.
- G. Integrate window installation with exterior weather-resistant barrier using flashing/sealant tape.
  - a. Apply and integrate flashing/sealant tape with weather-resistant barrier using watershed principles in accordance with window manufacturer's instructions.
- H. Seal windows to exterior wall cladding with sealant and related backing materials at perimeter of assembly.
- I. Place interior seal around window perimeter to maintain continuity of building thermal and air barrier using insulating-foam sealant.
- J. Leave windows closed and locked.\
- 3.3 CLEANING

- A. Clean vinyl single-hung windows in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish, vinyl, or glass.
- C. Remove labels and visible markings.
- D. Keep window tracks clear of dirt and debris.
- E. Keep weep holes open and clear of obstructions.

# 3.4 PROTECTION

A. Protect installed vinyl single-hung windows to ensure that, except for normal weathering, windows will be without damage or deterioration at time of substantial completion.

END OF SECTION

# **RELATED DOCUMENTS:**

The general provisions of the Contract, including General and Supplementary Conditions, General Requirements, and Division 1 sections that apply to the work specified in this Section.

# PART 1: GENERAL

# **DESCRIPTION OF WORK:**

Work of this Section shall include all labor, materials, equipment, transportation, tools and storage required for complete installation of all finish hardware shown and scheduled on Drawings and specified herein. Intent of this Specification is to provide complete finishing hardware requirements for entire building project excepting hardware, which is specifically mentioned hereinafter as being furnished by others. Any openings not specifically mentioned herein shall be furnished consistent with hardware specified for similar openings.

Wood doors for Project are prefit. 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:

<u>Manufacturers</u>: 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.

<u>Acceptable Manufacturers</u>: 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.

<u>Supplier's Qualifications</u>: 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:

<u>Schedule</u>: 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.

<u>Job Completion Instructions</u>: At completion of work turn over to Owner all tools, instructions, and maintenance information for his use in maintaining hardware. Furnish Owner also with two copies of Job Use Finish Hardware Schedule for his permanent records.

### **PRODUCT HANDLING:**

<u>Packing, Marking and Labeling</u>: 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. <u>Storage</u>: 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.

<u>Templates</u>: 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.

<u>Reinforcement</u>: Reinforcing for hardware shall be furnished and installed by Door and Frame Manufacturer.

Modifications to hardware required by reasons of construction characteristics shall be such as to provide same operative or functional features.

Provide hardware for fire rated openings in compliance with UL, UL 10C-1998, UBC 7-2-1997, NFPA-80 and CFR Part 36 (ADA) guidelines. Provide only hardware, which has been tested and listed by UL for types and sizes of doors scheduled. All hardware shall conform to ADA requirements. These requirements take precedence over any other requirements or specifications of this section.

#### Category "A" Positive Pressure Installations:

Hardware located above 40" AFF to be listed and labeled in accordance with UBC 7-2-1997 and UL 10C-1998 for use in positive pressure fire rated wood doors.

In order to meet smoke requirements, a smoke seal, listed and labeled for UBC 7-2-1997 Parts 1 and 2 positive pressure installations, must be mounted around the perimeter of the doorframe.

Flat bar type astragals only will be allowed on pairs of doors with fire ratings up to 60 minutes with concealed intumescent inside the door structure.

Provide strike plates with extended lips as necessary.

Provide strike box dust boxes.

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

<u>Locksets</u>: Provide Grade 1 mortise locksets as scheduled, with standard lever trim: equivalent to Corbin-Russwin Lustra lever handle and wrought rose. All cylinder key cores shall be interchangeable type, removable cores. Provide original manufacturer's pins and brass key blanks.

Provide CODE required tactile warning surfaces (knurling) for all door operating hardware for doors leading to mechanical, boiler, electrical, or chemical storage areas.

# KEYING REQUIREMENTS

<u>Keying</u>: All locks and cylinders to be construction master keyed, and grand master keyed to the school's existing grand master key system. Coordinate with school system's Locksmith. Provide 5 keys per cylinder, stamped with keying symbol. All cylinders standard 6-pin type.

Keyways:

Corbin-Russwin L4 keyway, interchangeable

Hardware supplier shall meet with the Architect and Owner to receive keying instructions before preparing keying schedule for approval.

Representative from the key company is required to meet with Owner's representative prior to turning cylinders and to turn all cylinders, and set up key cabinet.

<u>One Manufacturer</u>: Following items within each classification shall be furnished totally by one manufacturer.

Hinges	Locksets
Exit devices	Closers

<u>Door Stops</u>: 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.

<u>Fire rated openings</u>: All fire rated openings shall receive closers and ball bearing hinges, whether scheduled or not.

<u>Coordinators:</u> All door pairs with closers to be provided with coordinator devices as necessary for proper sequential closing operation.

<u>Keyed Removable Mullions:</u> 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.

<u>Hinges</u>: 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.

Exterior hinges shall be stainless steel heavy-duty and provided with non-removable pins.

<u>Materials and Finishes</u>: (All products except closers, thresholds, weatherstripping to have brass or bronze base metal unless otherwise noted).

	<u>Materials</u>	<u>Finishes</u>
Hinges, Outswing Exterior Doors	Stainless	US 32 D
Hinges, Inswing Exterior Doors	Steel	US 26 D
Butt 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

Aluminum Steel Aluminum Stainless

Aluminum Galvanized Steel Aluminum US 32 D

Fasteners:

Use concealed fasteners whenever possible.

Hardware to be installed on metal work shall be furnished with machine screws.

For exposed fasteners on interior in bronze or brass, use matching color and material for fasteners. For all other exposed fasteners on interior, use stainless steel except where noted specifically otherwise.

Furnish stainless steel screws for all exterior work.

Install fixed locking screw in strike plate for exterior locksets after final adjustments made during 6-Month Service and Adjustment Inspection.

## HARDWARE ITEMS:

All Products shall be by one of the following manufacturers - no exceptions:

- a. Butt Hinges: Hager, Stanley, McKinney
- b. Grade 1 Mortise Locksets:
  - i. Corbin Russwin ML2000 Series
- c. Exits Devices:
  - i. Von Duprin Standard 99 Series
  - ii. Corbin Standard ED5000 Series
  - iii. Yale 7000 Series
- d. Surface Closers; Provide metal covers with set screw anchors, in matching finish.
  - i. LCN 4040 Series, non-handed
  - ii. Norton 7500 Series (Parallel Arm at PA Applications)
  - iii. Corbin 6200 Series (HD Parallel Arm at PA Applications),
- e. Wherever doors are equipped with exit devices, view windows shall have concealed / flush glass stops.
- f. Removable Mullions: Von Duprin, , keyed type. Fire-rated where required.
- g. Overhead Holders/Stops: Glynn-Johnson, ABH Manufacturing.
- h. Thresholds: National Guard, Pemko, Hager.
- i. Push/Pulls: Rockwood Manufacturing, Ives, Hager.
- j. Stops: Glynn-Johnson, Rockwood Manufacturing, Ives, Hager.
- k. Flush Bolts: Glynn-Johnson, Rockwood Manufacturing, Ives, Hager.
- I. Silencers: Glynn-Johnson, Rockwood Manufacturing, Ives.

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- m. Kick Plates: Rockwood Manufacturing, Ives, Hager.
- n. Automatic Flush Bolts: Glynn-Johnson, Rockwood Manufacturing.
- o. Coordinator: Glynn-Johnson, Rockwood Manufacturing, Trimco
- p. Weather strip: National Guard, Pemko, Hager.
- q. Smoke Door Bottom Sweep: Pemko, Hager, Reese
- r. Smoke Perimeter Door Frame Gaskets: Pemko, Hager, Reese
- s. Door Bottoms: National Guard, Pemko, Hager.
- t. Magnetic Door Holders: LCN SEM 7800 Series.
- Other items shall be as scheduled.

Provide the following hardware material as scheduled in the door schedule:

# PART 3: EXECUTION

## GENERAL:

Consult project drawings and details and otherwise become familiarized with work so that all items furnished will conform to openings to which applied.

Coordinate hardware with other allied trades such as carpentry, millwork, metal frames, etc.

Prepare and submit to Architect for approval as promptly as possible three (3) copies of completed detailed schedule.

Immediately after award of hardware contract, request approved shop drawings from such trades with which hardware must be coordinated.

After checking approved shop drawings, supply promptly such template information, template drawings, approved hardware schedule, etc., as may be required to facilitate progress on job.

## APPLICATION:

Apply hardware in accordance with approved Shop Drawings, with fastenings of proper size, quantity, and finish, and in accordance with Manufacturer's instructions coordinate.

<u>Operation</u>: 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.

<u>Top Hinge</u>: To frame Manufacturer's standard, but not greater than 10" from head of frame to centerline of hinge.

<u>Bottom Hinge</u>: To frame Manufacturer's standard but not greater than 12-1/2" from finished floor to centerline of hinge.

<u>Intermediate Hinges</u>: Equally spaced between top and bottom hinge. Doors exceeding 36" width shall be provided with 2 pair hinges.

Locks and Latches: 38" from finished floor to center of knob.

Deadlocks (with separate latch-set and/or pull): 60" from finished floor to centerline of strike.

Locate pivots in accordance with Pivot Manufacturer's requirements.

**FINAL INSPECTION**: After installation of all finish hardware is completed, and before building is accepted, General Contractor shall have capable representative of hardware manufacturers, minimum of an AHC, visit building to inspect and approve installation; to make all necessary adjustments; and to carefully instruct Owner in proper use, servicing, adjusting and maintaining of hardware.

**SIX MONTH SERVICE AND REPORT**: Six months after acceptance of each area of the project, readjust each item of hardware and restore to proper function. Install fixed locking screw in strike plate for exterior

locksets after final adjustments made during 6-Month Service and Adjustment Inspection. Consult with Owner regarding recommended additions or modifications to maintenance procedures. Clean and lubricate as required. Replace items, which have deteriorated or failed due to faulty design, materials, or installation. Provide Architect with written report upon completion of above.

END OF SECTION

## **RELATED DOCUMENTS:**

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

### PART 1: GENERAL

#### **DESCRIPTION OF WORK:**

Under this Section, provide gypsum board for wall assemblies (non-fire rated and fire-rated), partitions, ceilings, ceiling access doors, fireproofing for beams and columns as indicated on drawings and as specified herein.

Note all gypsum drywall, except as noted on drawings, shall be provided with a LEVEL 4" gypsum wallboard finish.

#### INDUSTRY STANDARDS:

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

#### QUALITY ASSURANCE:

#### Manufacturers:

<u>Standard</u>: 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.

<u>Acceptable Manufacturers</u>: 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

<u>Source</u>: Products for use on this Project shall be of one Manufacturer for same function, unless noted specifically otherwise herein.

### SUBMITTALS:

<u>Manufacturer's Data</u>: Submit (in duplicate) Manufacturer's printed catalog cuts, installation instructions, and finishing instructions.

<u>Test Reports</u>: Submit (in duplicate) reports from Underwriter's Laboratories, Inc. or other acceptable testing agencies, on fire tests of designs referred to in Contract Documents.

<u>Mock-up Sample</u>: When required, fabricate a field sample mock-up of gypsum wallboard with the specified "orange peel" texture applied, for review and approval by Architect. Approved mock-up will stand on site for reference as the project standard for all orange peel textured walls.

<u>Mock-up Sample</u>: 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:

<u>Delivery</u>: Deliver materials in original packages, containers or bundles bearing brand name and name of manufacturer or supplier for whom product is manufactured.

<u>Storage</u>: 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.

<u>Handling</u>: 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:

<u>Gypsum Board shall be furnished in 48" widths and in lengths of at least 2" greater than height from floor</u> 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, with taped joints: "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.

<u>Metal</u>: Fabricate metal corner beads from galvanized steel, not lighter than 0.02" nominal thickness, in following shapes and sizes.

- 1. Corner Beads for all 90 degree external corners shall be equivalent to USG No. 100-Perf-A-Bead.
- 2. Corner Beads for all radiused external corners shall be heavy duty plastic, equivalent to No. BCB100, radiused bullnoze corner bead by Vinyl Corporation.
- 3. Metal Trim shall be equivalent to USG 200 Series Perf-A-Trim, sized for wallboard thickness.
- 4. Anodized Aluminum Reveals: Continuous anodized aluminum reveals shall be provided in profile and layout indicated on Drawings, with factory fabricated intersections. Install or provide mock-up installation samples for Architect's review and obtaining final approval prior to proceeding with installations. Fry Reglet or equivalent.

# REINFORCING TAPE AND JOINT TREATMENT (INTERIOR)

Tape shall be equivalent to "Perf-A-Tape".

Compound for embedding and fill coat application shall be equivalent to "Perf-A-Tape Joint Compound".

Compound for finishing shall be equivalent to "Perf-A-Tape Topping Compound".

# ADHESIVE AND CAULKING:

<u>Laminating Adhesive</u>: Laminating adhesive for face layer application in double-layer systems shall be equivalent to "Perf-A-Tape Joint Compound, embedding type".

Caulking Compound: Acoustical type sealant, furnished by Gypsum Board products manufacturer.

# CRACK CONTROL JOINTS:

Crack control joints shall be provided in pre-approved locations as directed by the Drawings and the Architect, at each jamb of windows exceeding 10' in width, walls at 40' intervals, and ceilings at 30' intervals. Provide manufacturer standard metal exp/control joint material.

## PART 3: EXECUTION

### CONDITION OF SURFACES:

<u>Inspection</u>: Examine surfaces to receive gypsum board for defects, which might impair quality of finished installation. To not start work until such defects have been corrected.

<u>Framing Spacing</u>: 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.

<u>Supplemental Framing</u>: Provide back blocking and framing as necessary for support of fixtures and all mounted equipment.

<u>Coordination</u>: 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.

<u>Walls</u>: 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.

<u>Ceilings</u>: 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.

<u>Corner Beads and Metal Trim</u>: 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:

<u>Method</u>: 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.

<u>Method</u>: 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.

<u>Reinforcement</u>: 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.

<u>Embedment Coat</u>: 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.

<u>Fill Coat</u>: After drying, cover embedding compound with fill coat of compound. Spread evenly over and slightly beyond tapered edge area of board. Feather at edges.

<u>Topping</u>: Cover fill coat with topping compound. Spread evenly over and slightly beyond edge of proceeding coat. Feather with smooth, uniform finish.

<u>Fastener Concealment</u>: 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:

<u>Joints at Penetrations</u>: 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

## SCOPE:

Work included in this section:

- Surface Preparation Materials
- Setting Materials
- Sloped Setting Beds
- Grout
- Flexible Sealants
- Glazed Porcelain Floor Tile
- Glazed Porcelain Wall Tile
- Tile Accessories

# **INDUSTRY STANDARDS:**

Tile Council of North America (TCNA) Handbook for Ceramic Tile Installation – Current Edition.

Current edition of American National Standard Specifications for the installation of ceramic tile; A108 / A118 / A136.1, A137.

Current editions of ASTM C 150, ASTM C 206, ASTM C 207, ASTM C 144, ASTM C627.

Current edition of International Standards Organization (ISO) 13007; Standards for Ceramic Tiles, Grouts and Adhesives.

EJ171 Movement Joint Guidelines for Ceramic, Glass, and Stone - Tile Council of North America (TCNA) Handbook for Ceramic, Glass, and Stone Tile Installation – Current Edition.

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

# QUALIFICATIONS:

### Manufacturers:

<u>Standard</u>: For purposes of designating type and quality for work under this Section, Drawings and Specifications are based on products manufactured by the Dal-Tile Company, MAPEI Corporation, and Schluter Systems.

Other acceptable Manufacturers whose products are acceptable for this Project are:

- American Olean
- Crossville

Source: Products for use on this Project shall be of one Manufacturer for same function.

## SUBMITTALS:

## Samples: Submit one sample each of following materials to Architect for approval.

Panels of tile approximately 6 inches square for each pattern and type of floor or wall tile.

Samples of each tile trim shape, and each metal trim shape, and each accessory specified.

Manufacturer's Data: Submit (in duplicate) Manufacturer's printed instructions on following:

Surface preparation materials Mortar for floors Mortar for walls Grout for floors Epoxy Grout for floors Grout for walls Epoxy Grout for walls Flexible Sealants Finishing, edge protection and transition profiles for floors Finishing and edge protection profiles for walls

<u>Certificates</u>: Furnish Master Grade Certificate bearing Certification Mark of Tile Council of America, signed by Manufacturer and Tile Subcontractor, stating type and quantity of material furnished for Project.

# **PRODUCT HANDLING:**

<u>Delivery</u>: Deliver materials to Project site in Manufacturer's original packages, and with seals unbroken. Only tile which bears Certification Mark of Tile Council of America on each carton will be permitted. Maintain package seals until time for installation.

<u>Storage</u>: Store cementitious material in dry building, on platforms off floor, and in area free from wetting. Store tile and accessory material in clean, dry, covered area to prevent wetting or staining.

#### **ENVIRONMENTAL CONDITIONS:**

<u>Temperature</u>: Do not apply mortar to surfaces containing frost. Minimum temperature for installation of tile shall be 40 degrees F, and maintained during installation, and until fully cured in accordance with Manufacturer's written installation instructions.

Ventilation: Control movement of air to prevent too rapid evaporation of moisture for mortar in place.

## PROTECTION:

<u>Traffic Restrictions</u>: Spaces in which tile is being set shall be closed to traffic and other work during installation and for at least 72 hours after completion of tile work.

# PART 2: PRODUCTS

# MATERIALS:

Provide materials in compliance with current editions and up-to-date industry product standards cited.

Portland Cement: ASTM C 150 Type 1, white.

Hydrated Lime: ASTM C 206 Type S, or ASTM C 207 Type S

<u>Sand</u>: ASTM C 144 - washed clean and graded. Use fine sand passing 1/16-inch mesh screen when mixed for grouting; use white sand for white cement.

Pigment - Grout shall be colored; colors to be selected by Architect.

Water: Clean and potable.

Mortar Bed: ANSI A108.1B; equivalent to 4 to 1 Mud Bed mixed with Planicrete AC by MAPEI.

Accelerated Mortar Bed: ANSI A108.1A; equivalent to Topcem Premix by MAPEI Corporation.

Concrete Patch: equivalent to Mapecem Quickpatch concrete patch by MAPEI Corporation.

<u>Crack Isolation Sheet Membrane:</u> equivalent to Mapeguard CI, pee-and-stick crack isolation sheet membrane for tile installations, by MAPEI Corporation, compliant with current edition of ASTM C627 Extra heavy service rating, and current edition of ANSI A118.12. Provide the applicable MAPEI primer.

<u>Crack Isolation Membrane:</u> equivalent to Mapelastic CI, pre-mixed liquid rubber crack isolation membrane for tile installations, by MAPEI Corporation, compliant with current edition of ASTM C627 Extra heavy service rating, and current edition of ANSI A118.12.

Improved Modified Dry-Set Cement Mortar: ISO 13007; C2ES2P2 and ANSI A118.4HE / A118.11, ANSI A118.15HE; equivalent to Kerabond/Keralastic System by MAPEI Corporation.

<u>Polymer-Modified Large and Heavy Tile Mortar</u>: ISO 13007 C2TE and ANSI A118.4HTE, A118.11; equivalent to Keraflex Plus by MAPEI Corporation.

<u>GLASS-MESH MORTAR UNITS</u>: Dens Shield Tile Backer by Georgia Pacific.

<u>Unsanded Grout</u>: ISO 13007: CG2WA, ANSI A118.6 premium pre-blended polymer modified unsanded grout, equivalent to Keracolor U Unsanded Grout. For 1/16" to 1/8" joints in floor and wall surfaces.

<u>Sanded Grout</u>: ISO 13007: CG2WA, ANSI A118.6 premium pre-blended polymer modified sanded grout, equivalent to Keracolor S Sanded Grout. For 1/8" to 5/8" joints in floor and wall surfaces.

<u>High-Performance Cement Grout</u>: ANSI A118.7 and ISO 13007 CGWAF, equivalent to MAPEI, Ultracolor Plus FA. For grout joints from 1/16 inch to 3/4 inch.

<u>Epoxy Grout</u>: ISO 13007; R2RG and A118.3; equivalent to Kerapoxy CQ by MAPEI Corporation, provide epoxy grout at all food service/kitchen floor and wall tile areas, and shower floors and walls.

<u>Commercial Industrial-Grade Water-Cleanable Epoxy Grout</u>: ANSI A118.3 and ISO 13007 RG, equivalent to MAPEI Kerapoxy IEG CQ. For grout joints from 1/8 inch to 5/8 inch.

<u>Flexible Sealant</u>: 100%-Silicone Sealant: Rated for Heavy-traffic expansion and movement joints, horizontal and vertical complying with ASTM standards; Meets ASTM C920, Type S, Grade NS, Use T1, T2, NT, I, M, G, A, and O, conforming to C794 adhesion properties; equivalent to MAPEI Mapesil T Plus.

# **ACCESSORIES**

<u>Aluminum Edge Protection</u>: Schluter – SCHIENE Model AE-100, for use with tile wall base. L-shaped aluminum profile x 1/8" thick exposed visible leg and integrated perforated anchoring leg, and grout joint spacer, with satin anodized finish. Provide with or without wall tile directly above wall tile base.

<u>Aluminum Corner Protection</u>: Schluter – QUADEC Model Q 100 AE, at all outside corners for use with wall tile and tile wall base. Aluminum profile with square shaped exposed surface and integrated perforated anchoring leg, and integrated grout joint spacer, with satin anodized finish. Provide caps and termination accessories.

<u>Aluminum Floor Transition</u>: Schluter – RENO-U Model, for floor tile transitions to carpet, VCT, linoleum tile (LT) or terrazzo floor finishes. Aluminum profile with sloped exposed surface, ADA Compliant 1/2" Max. Transition Height x 5/32" tall leading abutment edge, and integrated perforated anchoring leg, and integrated grout joint spacer, with AEU satin anodized finish.

# <u>TILE</u>:

All tile shall conform to current editions of ANSI A108.3, .4, .5, and .6; ANSI A137.1.

# Floor Tile:

Floor tile shall be 6" x 6" nominal x 5/16" thick glazed porcelain with cushion edge, Daltile "Volume 1.0 with StepWise Technology slip resistance". Provide for all floor tile areas, with exceptions of shower areas. Provide with 3/16" grout joints. Equivalent products from American Olean or Crossville are acceptable. Architect shall choose from ten (10) available standard colors.

Shower Stalls floor tile shall be Dal-tile 2"x2"" Mosaics, mesh mounted, Grade 1 mosaic tiles.

Wall base shall be 12" x 12" floor tiles split in half to 6" high x 12" wide nominal units, installed with use of Schluter SCHIENE aluminum trim cap and QUADEC aluminum outside corners, complete assemblies. All wall base vertical and horizontal joints shall align.

# Wall Tile: (Field & Accent)

Wall tile shall be nominal 12" x 24" nominal x 3/8" thick glazed porcelain tile, Daltile "Volume 1.0". Vertical joints shall align with floor and wall base joints. Provide polymer modified large and heavy tile mortar and 3/16" grout joints.

Terminate top horizontal and vertical edges of wall tile with a course of 3" x 12" bullnosed wall cap.

Provide all materials as necessary for providing a complete tile installation. All trim shapes shall be same size as field tile, and vertical and horizontal joints shall align.

Wall accent tile shall be nominal 12" x 24" nominal x 3/8" thick glazed porcelain tile, Daltile "Volume 1.1". Vertical joints shall align with floor and wall base joints. Accent tile, calculated as 25% of total wall tile area, shall be selected from manufacturer's six (6) standard colors, in a pattern as directed by Architect for each space. Provide polymer modified large and heavy tile mortar and 3/16" grout joints. Provide full range of trim shapes or profiles necessary for accent complete assemblies.

# MIXES:

Proportion and mix materials, and apply in accordance with manufacturer's most current written instructions and applicable ANSI standards.

# PART 3: EXECUTION:

# CONDITIONS OF SURFACES:

## Substrates:

Examine substrate surfaces to receive tile for compliance with requirements for conditions affecting performance of the work. Refer to ANSI A108.01, ANSI A108.02 and if applicable ANSI A108.19.

Perform a substrate inspection for identification and location of all cracks within the substrate surfaces, and where needed, apply/install crack isolation products specified or equivalents, with required primers, in accordance with the written manufacturer's instructions, and current editions of ANSI 118.12 and ASTM C627, ANSI A108.01, ANSI A108.02 and if applicable ANSI A108.19.

Do not proceed with tile work until surfaces and conditions comply with requirements indicated in referenced tile installation standard and manufacturer's printed instructions.

When underlayment, patching, leveling and rendered materials are needed, they must be from the supplier of the setting materials, for improved warranty and single-sourced responsibility.

When using tiles with all edges shorter than 15 inches in length, the maximum allowable variation in the substrate -1/4 inch in 10 feet from the required plane, with no more than 1/16 inch variation in 12 inches when measured from the high points in the surface.

When using large-format tiles with at least one edge of 15 inches in length, the maximum allowable variation in the substrate is 1/8 inch in 10 feet from the required plane, and 1/16 inch variation in 24 inches when measured from the high points in the surface.

Surfaces to receive tile shall be dry, clean, free of oily or waxy films, firm, level, and plumb. Do not start work until completion of work of other trades, <u>which are in or behind</u> tile work.

# INSTALLATION:

#### General Requirements for Installation of Tile:

Installation shall conform to all recommendations contained in the current edition of Tile Council of North America Handbook for Ceramic Tile Installation:

STUD WALLS:	W244-23	Thin set over backer board.
	W245-23	Thin set over glass mat backer board
MASONRY WALLS:	W202I-23	Thin set mortar over masonry/concrete.
KITCHEN MASONRY WALLS:	W202I-23	Thin set mortar over masonry/concrete, epoxy grout
SHOWER WALLS	B415-23	Thin set over cement backer board, epoxy grout
SHOWER FLOOR:	B-415-23	Thin set over mortar setting bed floor, epoxy grout.
ELEVATED SLAB PORCELAIN TILE FLOORS	F-113A-23	Thin set mortar to concrete bond coat.
SOG PORCELAIN TILE FLOORS:	F-112-23	Thin set over bonded mortar bed.
PORCELAIN TILE KITCHEN FLOORS:	F-114-23	Thin set over unbonded mortar bed, epoxy grout.

<u>Fitting</u>: Cut and drill tile for proper fitting around work projecting through wall allowing for escutcheons and collars to overlap cuts. Rub exposed, cut edges.

Wall tile and wall base terminations will be provided with specified Schluter trim accessories. Cut edge or square edge terminations will not be accepted.

<u>Pattern</u>: Lay out tile lengthwise so that no tile of less than half size occurs. For heights stated in feet and inches, maintain full courses to nearest attainable height without cutting tile.

<u>Base</u>: Determine level of finish floor so that bottom lip of base will not be below finish floor level. Floor level at wall shall be at constant elevation around room, and will drain water away.

Lines: Install tile to true, straight lines, with uniform joints, both vertically and horizontally.

<u>Joints</u>: Except where otherwise shown or specified, joints in wall tile shall be vertical and horizontal, and joints in floor tile be perpendicular and parallel to walls.

## Floor Tile Installations:

All SLAB-ON-GRADE (SOG) floor tile installations will be on recessed mortar setting beds, sloped to drains. Install mortar setting bed to recessed floor substrate or fill. Screed and tamp firmly. Minimum thickness of setting bed shall be minimum 1/2" at drain fixture. Level setting bed to tolerances required for finished floors.

Slope setting beds to floor drains, continuous from room perimeters to the drain fixture grate, for continual positive drainage at all areas. Shall be flood tested for positive drainage, witnessed by the Architect and Owner.

All elevated SLAB-ON-DECK (SOD) floor tile installations will be thin-set on elevated slab substrate, without setting beds, with cast-in-place concrete slab continuously sloped to floor drains. At all areas of thin set floor tile installations without setting beds, slope concrete floor slabs from room perimeters to floor drain grates for continual positive drainage. Shall be flood tested for positive drainage, witnessed by the Architect and Owner.

Provide polymer-modified, large and heavy tile mortar for bonding all tile with a 15 inch or longer edge. All wall tile units shall be back buttered.

Install expansion joints and control joints in accordance with TCNA method EJ171.

#### Grouting:

Grout joints in accordance with manufacturer's instructions and ANSI A108.06 and/or ANSI A108.10.

Remove standing water, dust, and foreign substances from joints to be grouted.

Clean and dry tile surfaces. After grouting, remove all grout residue promptly.

Install expansion and control joints in accordance with TCNA method EJ171.

### Cleaning:

Clean tile thoroughly prior to sealing, using methods approved by the tile manufacturer. Use of acid or acid cleaners to clean tile is strictly prohibited.

## Curing:

Floors: Protect from all traffic for at least 72 hours after installation.

Do not step on and protect the floor for at least 24 hours.

If traffic is unavoidable after initial 24-hour protection, use plywood stepping boards protection.

Protect from heavy traffic for at least 7 days after installation.

When fast-setting materials are used to allow faster occupancy, comply with manufacturer's recommendations.

Walls: Protect from impacts, vibration, and heavy hammering on adjacent and opposite walls for 14 days after installation, unless manufacturer's instructions allow a shorter period.

Protect from stain-causing food products and chemicals for at least 14 days.

Protect from freezing and total water immersion for at least 21 days after installation.

NOTE: When dealing with cement-based products, temperature and humidity during and after installation of tile affect final cure time. Low temperatures: 60 degrees F and under, and high humidity: 70% and above, will delay final cure time.

Extra Stock: Furnish Owner with extra stock in unopened boxes, 5% of each color 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.

### PART 1: GENERAL

### **DESCRIPTION OF WORK:**

Provide FloorScore certified resilient flooring systems as indicated, complete assemblies with wall base and transitions throughout, with all necessary profiles and accessories, for all conditions, as shown on Drawings and as specified herein.

Provide rubber tile, stair tread and nosing, riser, and stringer system complete assemblies with transitions and necessary accessories, as shown on Drawings and as specified herein.

Concrete floors are specified to be finished flat and level under Division 3 requirements.

Skim coat all areas to receive resilient flooring systems complete, with self-leveling smoothing and leveling compound and prepare for installation of finish products scheduled.

At all SOG (slab-on-grade) and SOD (slab-on-deck) areas, apply a moisture barrier primer/sealer coating to all new and existing concrete floor slab substrates complete.

## INDUSTRY STANDARDS:

#### ASTM F 710-05

FloorScore Indoor Emissions Testing Program

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

## QUALITY ASSURANCE:

Standard: For purposes of designating type and quality for work under this Section, Drawings and Specifications are based on products by following manufacturers or approved equal:

- 1. Vinyl Composition Tile (VCT):
  - a. Armstrong Cork Company
- 2. 100% Vulcanized Thermoset Rubber Base and Accessories:
  - a. Roppe Rubber Company
  - b. Flexco Division Textile Rubber Company
  - c. Johnsonite Rubber Company
- 3. Rubber Tile, Stair Tread and Nosing, Riser, and Stringer system
  - a. Johnsonite Rubber Company
  - b. Roppe Rubber Company
  - c. Flexco Division Textile Rubber Company

#### SUBMITTALS:

Samples: Submit following samples of materials proposed for use.

Tile: Three sample tiles of each color selected.

Accessories: Three 12" lengths of each of the following:

- 1. Wall Base
- 2. Transition Edge Strip
- 3. Carpet Transition Stop / Reducer
- 4. Stair Tread and Nosing, Riser, and Stringer system
- 5. Self Leveling Skim Coating Material

<u>Manufacturer's Literature</u>: Submit (in triplicate) Manufacturer's certificates, MSDS sheets, VOC product data, and printed installation instructions on following:

- Smoothing and Leveling Compound
- Moisture Barrier Primer/Sealer
- Adhesive
- Resilient Flooring Materials
- Transition Strips
- Rubber Base

## **CERTIFICATES**:

Submit certification from Manufacturer of each specific resilient material assembly, listing adhesives, primers and sealers for subfloors as proposed for use in conjunction with resilient material of this Section. Manufacturer of specific resilient material shall state approval of materials to be used with his materials as listed in certification.

Submit certification from Manufacturer of adhesive for each resilient flooring assembly, approving all primers and sealers proposed for use on new and existing concrete subfloors.

Submit certification from Manufacturer of each resilient flooring material assembly, approving floor leveler and/or floor patch material proposed for use on concrete subfloors.

Submit certification from Manufacturers of each resilient flooring material assembly, approving dry-cleaner and approving non-alkaline cleaning solution proposed for use on resilient flooring.

Submit certification from Manufacturers of all resilient flooring material assemblies that products are sustainable FloorScore certified products.

Submit certification from Manufacturers of resilient flooring adhesives are FloorScore certified products.

# PRODUCT HANDLING:

Store resilient flooring materials as packaged by Manufacturer, in undamaged condition, and with Manufacturer's seals and labels intact. Exercise care to prevent damage and freezing during delivery, handling, and storage. Store materials at Project site at least 24 hours to their installation.

## ENVIRONMENTAL CONDITIONS:

<u>Temperature</u>: Materials and area in which materials are to be installed shall be maintained at following temperatures:

For at least 24 hours before installation of material, and continuing for at least 48 hours after installation, maintain temperature at not less than 70 degrees F. to not more than 90 degrees F.

Maintain minimum temperature of 55 degrees F after flooring is installed.

### **PROTECTION:**

Close spaces to traffic in which all resilient flooring is being set and to other work until flooring is firmly set. Where solvent-based adhesives are used, provide safety spark-proof fans and operate. Natural ventilation is inadequate. Smoking shall be prohibited.

**MAINTENANCE MANUALS**: Provide 3 copies of maintenance manuals for all resilient flooring describing maintenance procedures.

## PART 2: PRODUCTS

#### SMOOTHING AND LEVELING COMPOUND:

Smoothing and leveling compound, provide complete on all concrete subfloors scheduled for resilient flooring systems. Ardex SD-L or equivalent self-leveling product as approved by flooring Manufacturer.

## MOISTURE BARRIER PRIMER/SEALER:

Moisture barrier primer/sealer, required for all concrete subfloors, shall be as recommended by adhesives and flooring Manufacturer.

#### ADHESIVES:

Provide high moisture level rated adhesive for all concrete subfloors, for cementing resilient flooring materials to sub-floors, as approved by flooring Manufacturer.

Low emitting adhesive for wall base shall be as recommended by base Manufacturer.

All adhesives VOC content shall be less than 50g/L when calculated according to 40 CFR 59, Subpart D (EPA method 24).

All adhesives shall comply with requirements of the South Coast Air Quality Management District (SCAQMD) Rule #1168.

#### VINYL COMPOSITION TILE (VCT):

Provide Vinyl Composition Tile (VCT) where indicated on Drawings.

Vinyl Composition Tile:

Provide 12 inch by 12 inch 1/8 inch thick, Class 2 thru chip color, Composition 1, <u>Standard EXCELON</u> by Armstrong World Industries.

Resilient flooring of each color and pattern selected in any one area shall be from same lot.

Colors and Patterns: Colors will be selected by the Architect from Manufacturer's full product lines (including premium colors). Up to three accent colors, may be selected in standard stripes, checkerboard, or block patterns as directed by Architect for each space.

#### Slip Retardant Resilient Tile Flooring:

Provide Slip-Retardant Tile where indicated on Drawings, and at all interior ramps.

Provide SAFETY ZONE<sup>™</sup> Slip-Retardant Tile Flooring manufactured by Armstrong World Industries, Class 2 thru chip color, in minimum of 2 colors selected from manufacturer's standard colors, 1/8 inch, 12 inch x 12 inch, composed of polyvinyl chloride resin binder, plasticizers, fillers, pigment, and grit. Tile shall have a nominal 0.020 inch thick pattern layer containing aluminum oxide grit.

Slip retardant vinyl composition tile properties shall meet size, thickness, indentation, impact, deflection, dimensional stability, resistance to chemicals, squareness, and resistance to heat requirements of ASTM F 1066.

Slip retardant vinyl composition tile shall meet or exceed property ranges suggested by the American with Disabilities Act, and where an added measure of safety is desired.

#### RESILIENT BASE:

Provide Rubber Wall Base where indicated on Drawings.

#### 100% Vulcanized Rubber Base:

ASTM F 1861, Type TS, Group 1

Set cove type on hard surface and carpet flooring, 1/8" thick, 4" high at all places. Manufacturer shall offer minimum of 30 standard colors for selection by Architect, Roppe Rubber Co. or equal. Vinyl or part vinyl composition is not acceptable.

Provide pre-molded external corners at external 90 degree shaped corners. Base may be formed with continuous runs around bullnose profiled corners.

Provide pre-molded internal corners.

Provide pre-molded end stops.

# TRANSITION / REDUCER EDGE STRIPS:

Provide complete terminations at all type flooring transitions, to include all perimeters and terminations of all sports flooring, such as rubber or PVC sports flooring to VCT or polished concrete, carpet to VCT, VCT or carpet to sealed or polished concrete. Vinyl profile thickness to account for actual resilient flooring thickness.

Provide transitions where non-level flooring surfaces meet or terminate. Must comply ADA Guidelines. Height to be coordinated with floor finishes thicknesses.

<u>REDUCER STRIP</u>: 1-1/4" wide with beveled edge, Johnsonite RRS-XX-D or equal. Color selected by Architect.

CARPET-TO-VCT TRANSITION STRIP: Johnsonite CTA-H adapter, color selected by Architect.

**STAIR TREAD, RISER, STRINGER AND INTERMEDIATE LANDING TILE SYSTEM:** (Provide at all interior steel concrete pan tread -landings and steel stringers stairs)

Rubber stairwell intermediate landings shall be Johnsonite or equivalent Landing Tiles with a .187 thick diamond surface, overall size 24" x 24", color to be selected from manufacturer's standard colors.

Provide raised profile one piece stair tread and riser combination, shall be Johnsonite or equivalent VIRTR (for visually impaired) with a 2" wide contrasting strip of carborundum at the nose of the tread. Treads to have a tapering thickness gauge of .210" to .153" across a 13" tread width with a 7" integral riser, with a square nose and 2" hinged drop to accommodate riser angle. Provide matching rubber stringers. Color and profile to selected by Architect.

## STAIR TREAD NOSING:

At stair treads or floor risers receiving VCT, provide profile of nosing that applies to and conforms to the actual stair tread/riser profile, Roppe No. 1 Commercial Stair Nosing or equivalent. Apply rubber base to face of stair riser or floor to conceal face of riser surface.

## PART 3: EXECUTION

#### CONDITION OF SURFACES:

<u>Requirements</u>: Surfaces to receive resilient flooring shall meet minimum requirements established by ASTM F 710-05 and Manufacturer of flooring. Do not start work until defects have been corrected.

Obtain Architect's representative inspection of substrate prior to application of adhesives and tiles. Do not start work or continue work until inspection items have been corrected.

<u>Tolerances</u>: Subfloor surfaces shall not vary more than  $\pm 1/8$ " in any ten-foot dimension. Neither shall they vary at rate greater than 1/16" per running foot. Unacceptable conditions shall be corrected by General Contractor.

#### APPLICATION OF SMOOTHING AND LEVELING COMPOUND:

Apply to cover substrate completely, wall to wall. Pour mixed compound onto substrate and steel trowel and/or float to spread to manufacturer's product minimum thickness ranges. Upon full cure, sand off entire surface and vacuum all areas.

## APPLICATION OF PRIMER/SEALER:

Apply moisture barrier primer/sealer to cover substrate completely. Apply at rate recommended by Manufacturer of resilient flooring.

## APPLICATION OF ADHESIVE:

Mix and apply adhesive in accordance with Adhesive Manufacturer's installation instructions. Cover surface evenly with adhesive. Area covered by one application of adhesive shall not exceed maximum

working area recommended by Manufacturer. Install resilient flooring within time limits recommended by Manufacturer. If adhesive films over or dries, it shall be removed and area shall be recoated.

### INSTALLATION OF RESILIENT TILE FLOORING:

Lay resilient flooring true, level; and with tight, aligned joints, roll flooring in accordance with Manufacturer's directions to assume intimate contact and proper adhesion. Cut resilient flooring to and around permanent cabinets and fixtures.

Align joints with room axis. Center tile work between walls. Except as required in irregularly shaped spaces, no tile shall be less than one half tile width. Lay tile with grain in direction or pattern as directed by Architect.

Obtain Architect's representative inspection of installation during installation phases. Do not start work or continue work until inspection items have been corrected.

#### INSTALLATION OF BASE:

Cement base firmly to wall. Joints shall be tight. Base (throughout its entire length) shall have top and bottom edges in firm contact with walls and finish floors. Form 90 degree internal and external corners and end stops from preformed units. Scribe base accurately to trim.

## INSTALLATION OF EDGE STRIPS:

Install edge strips as required at doors and at other locations to provide transition from all finish flooring types to other floor areas of dissimilar materials.

## CLEANING:

Immediately upon completion of stairwell rubber tile and tread system, clean floors and adjacent surfaces with cleaner approved by Manufacturer. Remove surplus adhesive and other soiling. Rinse thoroughly with clean, cold water.

#### Stripping and Waxing:

After cleaning, strip to remove manufacturer's factory protectorant coat, and all stains and contaminants. Then wax and polish floors, minimum of 5 coats, with a high speed buffer, using wax recommended by School Maintenance Department. Inspect polished surfaces for defects underneath tiles, visible tile deformations, and replace defective tiles and re-wax and buff as required.

**EXTRA STOCK**: Furnish Owner 5% quantity in unopened boxes of tile of each color and pattern installed, to be used in 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.

The work includes painting and finishing of all interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.

Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

**<u>"PAINT"</u>** 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.

<u>Shop Priming</u>: 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.

<u>Pre-Finished Items</u>: 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:

<u>Product Data</u>: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

<u>Samples</u>: 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

# DIVISION 9 SECTION 09900

conditions Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.

<u>Wall Mockup</u>: Paint 10'x10' section of wall with permanent lighting illumination for Architect's review and approval, prior to ordering paint materials.

<u>Epoxy Paint Product Data</u>: 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. 1<sup>st</sup> Coat: S-W Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)
      - iii. 2<sup>nd</sup> Coat: S-W Sher-Cryl HPA High Performance Acrylic, B66-300 Series (10 mils wet, 4 mils dry film thickness)
      - iv. 3<sup>rd</sup> 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. 1<sup>st</sup> Coat: S-W Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)
      - iii. 2<sup>nd</sup> Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series
      - iv. 3<sup>rd</sup> 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. 1<sup>st</sup> Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series
  - iii. 2<sup>nd</sup> Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series (4 mils wet, 2 mils dry per coat)
- D. EXPOSED CMU (Existing or New Walls & Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, etc.)
  - 1. Elastomeric Acrylic Systems
    - a. Gloss Finish
      - i. Surface Preparation: Manufacturer's guidelines and recommendations stand as requirements of this work
      - ii. 1<sup>st</sup> Coat: S-W Loxon Block Surfacer, A24W00200 Series (16 mils wet, 8.8 mils dry)
      - iii. 2<sup>nd</sup> Coat: S-W Conflex XL High Build Coating, A5-400 Series (16 mils wet, 7.5 mils dry per coat)
      - iv. 3<sup>rd</sup> Coat: S-W Conflex XL High Build Coating, A5-400 Series (16 mils wet, 7.5 mils dry per coat)
      - v. Note: A total dry film thickness of 12 15 mils of topcoat and a surface with 10 or less pinholes per square foot is required for a waterproofing elastomeric system.

# INTERIOR PAINT SYSTEMS

- A. MASONRY (Walls & Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board)
  - 1. Acrylic Enamel Systems
    - a. Semi-Gloss Finish
      - i. 1<sup>st</sup> Coat: Loxon Block Surfacer, LX01W0200 (tinted and rolled in to fill all pits and pores completely, 16 wet mils, 8.8 dry mils).
      - ii. 2<sup>nd</sup> Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series
      - iii. 3<sup>rd</sup> Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series (4 mils wet, 1.3 mils dry per coat)
- B. WET AREAS (All Food Service Area walls, Toilets and Restrooms CMU walls, Gypsum Board Walls and Ceilings, All Shower Wall and Ceilings, High Moisture Areas). NOTE: Epoxy paint manufacturer shall provide documentation that the epoxy product is tested and approved for application in such locations and for application on the surface material that is being used.
  - 1. Epoxy Systems

- a. Gloss Finish
  - i. 1<sup>st</sup> Coat CMU: S-W Loxon Block Surfacer, LX01W0200 (tinted and rolled in to fill all pits and pores completely, 16 wet mils, 8.8 dry mils).
  - ii. 1<sup>st</sup> Coat Gyp. Bd.: S-W ProMar 200 Zero VOC Latex Primer, B28W02600 (4 mils wet, 1.0 mils dry)
  - iii. 2<sup>nd</sup> Coat: S-W Water Based Catalyzed Epoxy, B73-300 Series (8 mils wet, 4 mils dry)
  - iv. 3<sup>rd</sup> Coat: S-W Water Based Catalyzed Epoxy, B73-300 Series (8 mils wet, 4 mils dry)
- C. CONCRETE FLOORS (Auditorium Floors, Shop Floors, Plywood Floors, Wood Stair Treads, Utility Equipment Platforms, Custodial Spaces, Stairwells, Electrical Equipment Rooms, Boiler Rooms).
  - 1. Urethane Systems
    - a. Gloss Finish (gray pigment)
      - i. 1<sup>st</sup> Coat: Pressure wash, and SSPC prep
      - ii. 2<sup>nd</sup> Coat: S-W Armorseal Rexthane I, B65-60 Series (3.0 4.5 mils wet, 2.0 3.0 dry)
      - iii. 3<sup>rd</sup> Coat: S-W Armorseal Rexthane I, B65-60 Series (3.0 4.5 mils wet, 2.0 3.0 dry), (shop floors with anti-slip additive)
- D. METAL (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous Structural Steel Members, Miscellaneous & Ornamental Iron, Sashes, Doors, Door Frames, Partitions, Cabinets, Lockers, Radiators, Wall Louvers, Pumps, Motors, Machines, Convectors, Ducts [Ventilating], Electrical Raceways & Conduits, Elevator Cabs, Copper, Non-Galvanized Metal)
  - 1. Acrylic Systems
    - a. Gloss Finish
      - i. 1<sup>st</sup> Coat: S-W Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)
      - ii. 2<sup>nd</sup> Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series
      - iii. 3<sup>rd</sup> Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series (4 mils wet, 2 mils dry per coat)
- E. METAL (Galvanized)
  - 1. Acrylic Systems
    - a. Gloss Finish
      - i. Surface Preparation: Refer to Part 3 Surface Preparations of these specifications for Cleaning & Testing/Evaluations; Manufacturer's guidelines and recommendations stand as requirements of this work.

- ii. 1<sup>st</sup> Coat: Pro-Cryl Universal Primer, B66-310 Series (10 mils wet, 4.0 mils dry film thickness)
- iii. 2<sup>nd</sup> Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series
- iv. 3<sup>rd</sup> Coat: S-W Pro Industrial Multi-Surface Acrylic, B66-500 Series (4 mils wet, 2 mils dry per coat)
- F. WOOD Walls, Ceilings, Composite Doors, Trim, Cabinet Work, Counters, Partitions, Door/Window Frames [Including Sitka Spruce, Southern Pine, Douglas Fir, Cedar, Redwood, Lauan])
  - 1. Acrylic Enamel Systems
    - a. Semi-Gloss Finish (UNLESS NOTED OTHERWISE)
      - i. 1st Coat: S-W Premium Wall & Wood Primer, B28W08111 (4 mils wet, 1.6 mils dry)
      - ii. 2<sup>nd</sup> Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series
      - iii. 3<sup>rd</sup> Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series (4 mils wet, 1.3 mils dry per coat)
- G. NON-TEXTURED SMOOTH DRYWALL (Walls, Ceilings, Gypsum Board, Wood Pulp Board, Plaster Board, Etc.)
  - 2. Acrylic Enamel Systems
    - b. <u>Base Coat</u>: SHEETROCK Brand First Coat (for equalizing gypsum board textures)
    - c. Semi-Gloss Finish (UNLESS NOTED OTHERWISE)
      - iv. 1st Coat: S-W Premium Wall & Wood Primer, B28W08111 (4 mils wet, 1.6 mils dry)
      - v. 2<sup>nd</sup> Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series
      - vi. 3<sup>rd</sup> Coat: S-W Pro-Classic Waterborne Acrylic, B31-1100 Series (4 mils wet, 1.3 mils dry per coat)
- H. CANVAS PIPE WRAP (exposed to view)
  - 1. Latex Systems
    - a. Flat Finish
      - i. 1<sup>st</sup> Coat: S-W PrepRite 200 Latex Primer, B28W200 (add fungicidal agent) (4 mils wet, 1.2 mils dry)
      - ii. 2<sup>nd</sup> Coat: S-W ProMar 200 Latex Flat B30W200 Series (4 mils wet, 2 mils dry)
      - iii. 3<sup>rd</sup> Coat: S-W ProMar 200 Latex Flat B30W200 Series (4 mils wet, 2 mils dry)

- J. BONDING PRIMER: (Interior Hard, Slick, Glossy Surfaces such as PVC Piping, Plastics, Glass, Laminate, Aluminum, Varnished Woodwork, Ceramic Wall Tile, Glazed Block, Fluoropolymer Coatings)
  - 1. Acrylic Systems
    - b. S-W Extreme Bonding Primer, B51W00150 (3.1 mils wet, 0.9 mils dry)

## PART 3: EXECUTION

## INSPECTION:

Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of manner acceptable to Applicator.

Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

#### SURFACE PREPARATION:

<u>General</u>: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions, SSPC-SP, and as herein specified, for each particular substrate condition.

SSPC-SP: Steel Structures Paint Council Surface Preparation Specification

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

<u>Wood</u>: 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.

<u>Ferrous Metals</u>: 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.

<u>Special Food Service Area Wall Preparation</u>: Special preparation will be required to assure that required Food Service area CMU wall surfaces are pointed and patched is in strict accordance with the drawing's CMU surface preparation General Notes for on-site approval by local Health Department. All work resulting from inspection comments and requirements are to be provided at no additional cost.

## Previously Coated Surfaces:

Maintenance painting will frequently not permit or require removal of old coatings prior to repainting. However, all surface contaminants such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dulled, and/or sanded before repainting. Thorough washing with an abrasive cleaner will clean and dull in one operation, or wash thoroughly and dull by sanding. Spot prime any bare areas with appropriate primer. Adhesion to existing glossy surfaces may require bonding primers.

Adhesion Testing: Check for adhesion by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system adhesion fails, report findings to Architect. Provide bonding primers where adhesion testing has failed or is in question.

# Existing Stained Wood:

Wood must dry and cleaned of dirt, grease, wax, polish, and marks. Old finishes in poor condition should be completely removed and the surface treated as a new surface. Sand wood to a smooth surface with 100-120 grit paper. Remove sanding dust with a vacuum or tack cloth. Avoid sanding wood that has only stain on it, sanding will remove some of the stain creating an uneven appearance. Sand down bare spots and scratches, and stain to match adjacent color. Very lightly scuff sand between finish coats, 180 grit paper or finer, removing any raised graining. Perform adhesion testing, identifying any presence of any sanding sealer, which can prevent bonding and cause peeling.

# SURFACE RESTORATIONS

Existing surfaces requiring restoration, including but not limited to existing steel door frames or existing window frame surfaces, require total surface cleaning complete, down to bare sound metal, in accordance with the applicable SSPC method required, and then surfaces immediately primed with applicable primer coats in DFT thicknesses required, prior to further ensuing work sequences; i.e. finish paint coats, re-glazings, frame preparations for hardware.

In addition to the Part 3 SURFACE PREPARATIONS specified, removal of all rust from existing surfaces may require sand blasting. Adhere to sandblasting requirements complying with 02070 Selective Demolition.

Once metal sections have been cleaned of all corrosion, small holes, depressions, and uneven areas resulting from rusting are to be filled with a patching material and sanded smooth to eliminate pockets where water can accumulate, and primed coated. Patching material shall be of high content steel fibers in an epoxy binder, similar to industrial steel repair or auto body patching materials.

# LEAD-BASED PAINT RENOVATION, REPAIR, AND PAINTING:

Applicators who perform painting renovations in housing or child occupied facilities built before 1978 must be certified by the Health Hazards Control Unit (HHCU). All work shall comply with requirements as published by the EPA Lead-Based Paint Renovation, Repair and Painting Rule in the Code of Federal Regulations.

Samples: For determining whether components are free of lead-based paint, certified applicators may collect paint chip samples and submit samples to a laboratory recognized by NLLAP for analysis. Required paint chip samples documentation shall be prepared and maintained by the certified applicator for three years.

# MATERIALS PREPARATION:

Mix and prepare painting materials in accordance with manufacturer's directions.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

## APPLICATION:

<u>General</u>: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance, and complete hide. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

<u>Special Food Service Area Wall Application</u>: 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.

<u>Mechanical and Electrical Work</u>: Painting of mechanical and electrical work is limited to those items exposed in occupied spaces.

<u>Completed Work</u>: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

## CLEAN-UP AND PROTECTION:

<u>Clean-Up</u>: 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.

<u>Protection</u>: 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

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

## ART 1: GENERAL

#### DESCRIPTION OF WORK:

Extent of chalkboards, markerboards, and tackboards is shown on drawings.

Types of chalkboards, markerboards, and tackboards specified in this section include the following:

- Liquid Markerboards
- Vinyl Faced Natural Cork Tackboards

#### QUALITY ASSURANCE:

<u>Manufacturer</u>: Unless otherwise acceptable to Architect, furnish all markerboards and tackboards by one manufacturer for entire project.

<u>Surface Burning Characteristics</u>: Provide tackboard surfaces which are identical in composition to those with surface burning characteristics indicated below, as determined by testing in compliance with ASTM E 84. Use only tackboards which are labeled and listed by a testing and inspection agency acceptable to authorities having jurisdiction.

Flame Spread: Not more than 25

Smoke Developed: Not more than 25

#### SUBMITTALS:

<u>Product Data</u>: Submit manufacturer's technical data and installation instructions for each material and component part, including data substantiating that materials comply with requirements.

<u>Samples</u>: Submit full range of color samples for each type of chalkboard, tackboard, trim and accessories required. Provide 12" square samples of sheet materials and 12" lengths of trim members for color verification after selections have been made.

<u>Shop Drawings</u>: Submit for each type of markerboard and tackboard. Include sections of typical trim members and dimensioned elevations. Show anchors, grounds, reinforcement, accessories, and installation details.

## SPECIALTY PROJECT WARRANTY:

<u>Warranty on Porcelain Enamel Markerboards</u>: Provide written warranty, signed by manufacturer, agreeing to replace, within the lifetime of the original installation, porcelain enamel markerboards which do not retain original writing and erasing qualities, defined to include surfaces which become slick and shiny, or exhibit crazing, cracking, or flaking; provide manufacturer's instructions for handling, installing, protecting and maintaining markerboards have been adhered to during the warranty period. Replacement is limited to material replacement only and does not include labor for removal and reinstallation.

Warranty Period: Life of original installation

# PART 2: PRODUCTS

# ACCEPTABLE MANUFACTURERS:

<u>Available Manufacturers</u>: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include the following:

Manufacturers Markerboards and Tackboards:

- Claridge Products and Equipment
- PolyVision
- Greensteel, Inc.

#### MATERIALS:

#### Markerboards:

24 gauge porcelain enamel steel with 3.5 - 4.5 mil surface deposition, fired onto steel sheet at no less than 1500 degrees Fahrenheit. Reflectance no more than 20% and no less than 15%. Core to be  $\frac{1}{2}$ " particleboard with aluminum moisture retardant backer sheet. Shall accept dry erase felt tip marker, grease pencil, ball point pens, pencils, and crayons, and can be cleaned with a damp cloth. Permanent marker may be removed with a mild solvent. Equivalent to <u>Claridge "LCS24 Markerboard" – Color No. 32</u> <u>LCS White</u>

#### Vinyl Faced Tackboards:

Self-healing, mildew resistant textured vinyl over single layer 1/4" thick, seamless compressed cork sheet, face sanded for natural finish, complying with MS MIL-C15116, laminated to  $\frac{1}{4}$ " hardboard.

## TRIM AND ACCESSORIES:

<u>General:</u> Fabricate frames and trim of not less than 0.062" thick aluminum alloy, size and shape as indicated, to suit type of installation. Provide straight, single-length units wherever possible and keep joints to minimum. Miter corners to neat, hairline closure.

Markerboard Trim: Claridge Products "Series I", 1 <sup>1</sup>/<sub>2</sub>" wide frame trim, or equivalent.

Tackboard Trim: Claridge Products,5/8 " trim, or equivalent.

<u>Retrofit Closure Trims</u>: Claridge Products extruded aluminum closure trims, size as required to suit condition.

<u>Aluminum Finish</u>: Furnish exposed aluminum trim, accessories and fasteners with the following finish:

<u>Clear Anodized Finish</u>: Manufacturer's standard satin anodized finish with clear anodic coating complying with AIA requirements for Class II Architectural Coating (AA-A31).

Field-Applied Trim: Provide one of the following types:

• Slip-on trim, to eliminate grounds.

• Screw-on trim, with Phillips flat-head screws.

<u>Chalkboards and Markerboards</u>: Furnish continuous aluminum chalk troughs for each chalkboard, unless otherwise indicated, as follows: Solid extrusion box profile, manufacturer's standard ribbed section, with cast aluminum end caps.

<u>Map Rail</u>: Furnish map rail at top of each unit, unless otherwise indicated, with the following accessories for each map rail:

- Display Rail: Continuous cork approximately 2" wide, integral with map rail.
- End Stops: One at each end of map rails.
- Map Hooks: 2 for each 4' of map rail or fraction thereof.
- Flag holder: One for each room furnished.

## **FABRICATION:**

<u>Assembly:</u> Provide factory-assembled chalkboard and tackboard units unless field-assembled units indicated.

Make joints only where total length exceeds maximum manufactured length. Fabricate with minimum number of joints, balanced around center of board, as acceptable to Architect.

Provide manufacturer's standard vertical joint system between abutting sections of chalkboard.

Provide mullion trim at joints between chalkboard and tackboard.

# PART 3: EXECUTION

#### INSTALLATION:

Install units in locations and mounting heights as shown on drawings and in accordance with manufacturer's instructions, keeping perimeter lines straight, plumb, and level. Provide all grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories for complete installation.

#### ADJUST AND CLEAN:

Verify accessories required for each unit are properly installed.

Clean units in accordance with manufacturer's instructions, breaking in only as recommended.

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 but is not limited to: provide and install all building interior and building exterior signs, exterior building letters, dedication plaques and to provide for the purchase of building equipment as determined by the Owner. Signs and equipment indicated to be purchased and installed with the allowance specified in 01056 Allowances, to include tax and freight, but not to include labor or installation, except as specifically stated below. Signs and equipment shall be installed by the Contractor in accordance with manufacturer's recommendations.

Equipment Platform egress ladder signage is not part of this allowance. Construction of masonry yard sign is not a part of this allowance. Site directional and parking signs are not part of this allowance.

#### INDUSTRY STANDARDS:

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

#### SUBMITTALS:

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

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

#### PART 2: MATERIALS

**PRODUCTS:** (final total list of equipment to be final approved by the Owner)

<u>Interior Signage:</u> Interior signage shall be solid one piece phenolic plastic materials, sand etched raised graphics, attached to walls with (4) screws each, ADA compliant. Provide Mohawk Signs Series 200A Sand Etched Format D signs or equivalent by Best Signs.

Dedication Plaque (installed): Cast aluminum.

<u>Wood Storage Shelving</u>: Pre-Manufactured Wood Storage shelving for custodial and storage spaces, per Section 10445 Storage Shelving.

#### PART 3: EXECUTION

#### **PRODUCT HANDLING:**

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

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

# 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 signs in accordance with Manufacturer's printed instructions and Shop Drawings, with four (4) screws, approved by Architect. Signs to be located with leading edge 10" from pull edge of door, center 60" above floor.

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

Install all equipment per processed product submittals and written manufacturer's installation instructions.

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 fire extinguishers as shown on drawings and specified herein. Provide wall mount brackets for all extinguishers except as noted.

#### QUALITY ASSURANCE:

<u>Manufacturers</u>: Fire extinguishers of following manufacturers, which meet all requirements of these Specifications and approved equal products by other manufacturers, will be acceptable for use on this Project:

- Norris Industries
- J. L. Industries
- Larsen's Mfg. Co.

#### SUBMITTALS:

<u>Shop Drawings</u>: Submit to Architect in quadruplicate Shop Drawings for approval of all items specified herein in accordance with General Conditions.

## PART 2: PRODUCTS

Furnish 10 pound, JL Industries or approved equal Class ABC extinguishers with wall mount bracket in where indicated.

#### PART 3: EXECUTION

#### INSTALLATION:

Install fire extinguishers mounted on wall brackets in accordance with Manufacturer's written instructions, Catalog Cuts approved by Architect, and location pre-approved by local fire official.

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

# 1.1 SUMMARY

- A. Section includes: Pre-engineered and pre-finished extruded aluminum walkway covers, canopies, and sun shade awnings, with soffits.
- B. Related Sections:
  - 1. 03100-Concrete Forms and Accessories
  - 2. 03300-Cast-in-Place Concrete

# 1.2 SYSTEM DESCRIPTION

- A. Design Requirements:
  - 1. Columns, beams, decking with flat soffit and trim shall be aluminum extrusions. Structural framing shall consist of heli-arc welded, one-piece rigid bents and bolt connected members] with interlocking deck sections secured by screws.
  - 2. Walkway canopies shall be self-draining from deck through bents to discharge point at ground level as shown on Drawings.
  - 3. Wall supported sun shade awnings shall be self-draining from deck out a built-in outer corner side discharge scupper.
  - 4. Building Code: IBC and North Carolina Building code current editions.
  - 5. Design Loads:
    - a. Comply with Building Code for site location.
    - b. Collateral Loads: Additional loads imposed by other materials or systems identified in contract documents.
  - 4. Structural Design: Prepare complete structural design calculations and detailed design for canopy members and foundations. Provide to Architect within 45 days of Contract Award to General Contractor and coordinate structural work as required with Architect.

# 1.3 SUBMITTALS

- A. Reference Section 01330-Submittal Procedures; submit following items:
  - 1. Product data.
  - 2. Shop Drawings: Layout and erection drawings showing roof framing, deck panels, cross sections and trim details clearly indicating proper assembly, foundation design, with Structural Design Calculations,
  - 3. Samples: Color selection samples consisting of actual coating material or anodizing process on aluminum extrusions.
  - 4. North Carolina regulatory review approval: Structural design and calculations sealed by a structural engineer registered to practice in the state of North Carolina.
  - 5. Quality Assurance/Control Submittals:
    - a. Qualifications: Letter certifying manufacturer's required qualifications.
    - b. Structural Design: Calculations sealed by a structural engineer registered to practice in the state of North Carolina.
    - c. Complete design and detail drawings for canopy and foundations.
    - d. Manufacturer's Installation Instructions.

## 1.4 QUALITY ASSURANCE

- A. Overall Standards: Structural engineering design documents shall be certified and sealed by a structural engineer registered to practice in the state of North Carolina.
- B. Qualifications:
  - 1. Manufacturer Qualifications: Minimum ten years experience in producing covers/canopies with welded bents and of the type specified.
  - 2. Installer Qualifications: Minimum five years experience in erecting covers/canopies of the type specified. Installations shall be in accordance with manufacturer's shop drawings.

### 1.5 DELIVERY STORAGE AND HANDLING

- A. Reference Section 01660-Product Storage and Handling Requirements.
- B. Follow manufacturer's instructions.

## PART 2 PRODUCTS

# 2.1 MANUFACTURERS

A. Manufacturer / Basis of Design: Mapes Company (Super Lumideck with Flat Soffit system for canopies)

Equivalent products from the following manufacturers are acceptable. Reference AIA A701 Instructions To Bidders - Product Substitution Procedures.

Perfection Architectural Systems, Inc. E.L. Burns Co., Inc. Superior Metal Products Peachtree Protective Covers

# 2.2 MATERIALS

- A. Aluminum Extrusions: 6063 alloy, T-6 temper.
- B. Grout: 1 part portland cement, 3 parts masonry sand; 2,000 psi (13.8 MPa) compressive strength.
- C. Foam Block-Outs: Rigid foam blocks sized as required for column embedment depth and shape.

# 2.3 COMPONENTS

- A. Columns:
  - 1. Radius-cornered aluminum tubular extrusions [of size shown on Drawings] [as required by structural engineering design].
  - 2. Grout Key: Provide two 1 ½ inch (38 mm) diameter holes in column base, one each in opposite sides.
  - 3. Provide clear acrylic protection coat on surfaces in contact with grout.
- B. Beams: Open top aluminum tubular extrusions as required by structural engineering design.
- C. Deck: Rigid-Roll-Lock extruded aluminum, 2 <sup>3</sup>/<sub>4</sub>" extruded .018" self-flashing, interlocking sections with flat soffit, as required by structural engineering design.
  - 1. Provide welded endplate water dams where sections terminate at other than drainage channels.

- D. Hanger Rods: Powder coated to match canopy awning. Sized and attached as shown in drawings and as required by structural engineering design.
- E. Fascia: Provide manufacturer's standard extruded aluminum fascia and gutter sections as shown on Drawings and as required to complete the installation resulting in a neat finished appearance.
- F. Flashing: Aluminum sheet, thickness as recommended by manufacturer for specific condition.
- G. Conduit Cover: Extruded aluminum pre-finished continuous cap. Anchored down to the roof deck upper section to provide a continuous watertight enclosure for routing of electrical conduits and concealed weather protected roof deck penetrations.

# 2.4 ACCESSORIES

- A. Fasteners:
  - 1. Deck Screws: No. 14 x 1 inch (25 mm), self tapping, Type 18-8 stainless steel with neoprene washer.
  - 2. Trim Screws: No. 10 x 1/2 inch (13 mm), self tapping, Type 18-8 stainless steel.

# 2.5 FABRICATION

A. Shop Assembly: Fabricate cross beams and columns for field assembled bolted connections.

## 2.6 FINISH

- A. Finish on all exposed components shall be a Fluoropolymer Coating: 70 percent PVDF resin based fluoropolymer, AA-C-12C-42R-1, selected from manufacturer's standard colors by Architect, comply with AAMA605.
- B. Color: Clear Anodized

## PART 3 EXECUTION

# 3.1 EXAMINATION

- A. Examine footings in which bents will be set and building surfaces to which canopy will connect. Verify footing locations, details and elevations comply with shop drawings.
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory footings or surfaces.
- C. Commencement of work by installer is acceptance of existing conditions.

# 3.2 ERECTION

- A. Erect canopy in accordance with manufacturer's installation instructions.
- B. Set bents plumb, straight and true to line, adequately braced to maintain position until grout has cured.

#### 3.3 CLEANING

- A. Clean surfaces soiled by work as recommended by manufacturer.
- B. Remove surplus materials and debris from the site.

# 3.4 PROTECTION

A. Protect finished aluminum surfaces from damage due to subsequent operations through final acceptance by the Owner.

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 toilet and bath accessories as shown on drawings and as specified herein.

Provide blocking for Owner furnished/Owner installed items.

## INDUSTRY STANDARDS:

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

#### QUALITY ASSURANCE:

Manufacturers:

For purpose of designating type and quality for work under this Section, Specifications are based on products manufactured by the Bobrick Co. and catalog numbers scheduled are Bobrick numbers. Equal items by McKinney/Parker, American Specialties, Inc. or Bradley will be acceptable.

## SUBMITTALS:

Shop Drawings: Submit shop drawings or catalog cuts of each item required by this Section in accordance with General Conditions.

## PART 2: PRODUCTS

Refer to drawings for toilet accessory product descriptions.

# PART 3: EXECUTION

### INSTALLATION:

Items shall be securely anchored in place at heights and locations shown on drawings. In some areas heights and locations are not shown and accessories shall be located as directed by Architect.

Upon completion of work under this Section accessories shall be cleaned and polished in accordance with manufacturer's written instructions.

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. Solid high density polyethylene (HDPE) toilet compartments, consisting of:
  - 1. HDPE Floor mounted overhead braced toilet compartments, in black TT vandal resistant texture.
  - 2. HDPE Floor mounted overhead braced urinal screens, in black TT vandal resistant texture.
- B. Compartment installation hardware.
- C. Compartment door hardware.

#### 1.2 RELATED SECTIONS

A. Section 10800 - Toilet and Bath Accessories.

#### 1.3 SUBMITTALS

- A. Submit under provisions of Section 01050.
- B. Product Data: Manufacturer's printed literature indicating typical panel, pilaster, door, hardware and fastening.
- C. Shop Drawings: Submit five sets of the following:
  - 1. Dimensioned plans indicating layout of toilet compartments.
  - 2. Dimensioned elevations indicating heights of doors, pilasters, separation partitions, and other components; indicate locations and sizes of openings in compartment separation partitions for toilet and bath accessories to be installed in partitions; indicate floor and ceiling clearances.
  - 3. Details indicating anchoring components and methods for project conditions; indicate components required for installation, but not supplied by toilet compartment manufacturer.
- D. Samples: Two manufacturer's color cards representing manufacturer's full color palette.

## 1.4 DELIVERY, STORAGE AND HANDLING

A. Store compartment components until installation in unopened cartons laid flat, with adequate support to ensure flatness and to prevent damage to prefinished surfaces.

# 1.5 ENVIRONMENTAL REQUIREMENTS

A. Do not deliver materials or begin construction activities of this section until building is enclosed, with complete protection from outside weather, and building temperature maintained at a minimum of 60 degrees Fahrenheit.

# 1.6 SEQUENCING

A. Obtain accessory manufacturer's installation instructions and installation templates for toilet and bath accessories to be installed in compartment separation partitions; supply instructions and templates to installer before beginning construction activities of this Section.

## 1.7 WARRANTY

Provide manufacturer standard 15 year warranty.

# PART 2: PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: ASI Accurate, Global Partitions
- B. Other manufacturers meeting the requirements of these specifications.

## 2.2 HDPE TOILET COMPARTMENTS

- A. Shall meet NFPA 286 Criteria Test results, and ASTM E-84 / UL 723 CLASS C flame spread rating.
- B. Panel:
  - 1. Nominal thickness: 1".
  - 2. Core: Panels shall be solid polymer resin, High Density Polyethylene (HDPE), which is waterproof, non-absorbent and resists marking, in colors that extend throughout the surface.
  - 3. Edges: Finished smooth.
- C. Floor Mounted Overhead Braced Pilasters:
  - 1. Nominal thickness: 1".
  - 2. Core: Pilasters shall be solid polymer resin, High Density Polyethylene (HDPE), which is waterproof, non-absorbent and resists marking, in colors that extend throughout the surface.
  - 3. Edges: Finished smooth.
  - 4. Pilaster installation hardware preparation: Two holes, diameter to accept 3/8 inch threaded rod, drilled into core at pilaster base end, parallel to pilaster vertical axis, intersecting centerlines of two holes, diameter to accept Plug-Loc® installation hardware, drilled through pilaster perpendicular to pilaster face and 1 inch from pilaster base end.
- D. Doors:
  - 1. Nominal thickness: 1".
  - 2. Core: Doors shall be solid polymer resin, High Density Polyethylene (HDPE), which is waterproof, non-absorbent and resists marking, in colors that extend throughout the surface.

- 3. Edges: Finished smooth.
- E. Finish / Texture: Hammered anti-graffiti texture.
- F. Colors: Black

#### 2.3 ACCESSORIES

- A. Pilaster Shoes: Heavy-Duty stainless steel pilaster shoes. Furnish shoes at each pilaster.
- B. Pilaster Anchors: Manufacturer's standard floor anchor with leveling adjustment assembly, concealed by pilaster shoe after installation.
- C. Pilaster, Wall Panel and Urinal Screen Brackets: All wall terminations and intersections are to be manufacturer's heavy duty, bright finish anodized aluminum continuous bracket, pre-drilled at minimum 12" o.c. and prepared for fastening hardware. Wall brackets to be full height, length equal to the total length of partition, screen and pilaster less pilaster shoe height, in "T" profile with double wing anchoring flanges for 2 rows of anchors for each panel termination/anchoring to wall surfaces.
- D. Overhead Bracing: Continuous heavy duty .125" thick extruded aluminum head rail with antigrip device profile, with integral reinforcing channel and curtain track. Bright anodized finish and 2" minimum height.

Provide head rail double eared female corner brackets, wall brackets, and head rail end caps, in bright polished finish.

- E. Door Hardware: (<u>Heavy-Duty</u> Cast Stainless Steel, unless otherwise noted)
  - 1. Door hinge: Heavy-duty 14 gauge stainless steel continuous hinge, self closing gravity type. All hinges shall be mounted a 1" thick stile member.
  - 2. Slide Latch: Heavy-duty, non-ferrous, cast stainless steel slide latch, satin finish, through-bolted.
  - 3. Strike and Keeper: Permitting emergency access by lifting the door until latch is clear of keeper; heavy-duty cast stainless steel, satin finish; through-bolted.
  - 4. Pull Handles: Heavy duty cast stainless steel with satin finish.
  - 5. Door Stops: Heavy duty cast stainless steel with satin finish.
  - 6. Coat Hook and Bumper: Non-ferrous, heavy-duty cast stainless steel, with black rubber tip for doorstop.
  - 7. Fastening Hardware: Manufacturer's heavy-duty, No.304 stainless steel, No.4 satin finish, through-bolts and attachment fasteners with tamper-resistant heads.
  - 8. Hardware of chrome-plated "Zamac" is unacceptable.
- F. Toilet and Bath Accessories for Installation in Compartment Separation Partitions: Specified Section 10800.

## PART 3: EXECUTION

#### 3.1 EXAMINATION

- A. Verification of Conditions:
  - 1. Measure areas to receive compartments; verify area dimensions are in accordance with shop drawings.
  - 2. Verify built-in framing, anchorage, bracing, and plumbing fixtures are in correct location.
- B. Installer's Examination:
  - 1. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
  - 2. Transmit two copies of installer's report to Architect within 24 hr of receipt.
  - 3. Beginning construction activities of this section before unacceptable conditions have been corrected is prohibited.
  - 4. Beginning construction activities of this section indicates installer's acceptance of conditions.

# 3.2 PREPARATION

- A. Surface Preparation:
  - 1. Prepare openings in compartment separation partitions for toilet and bath accessories to be installed in partitions; marring of partition finish is prohibited.
  - 2. Locate openings in accordance with shop drawings and accessory manufacturer's installation instructions and templates.

#### 3.3 INSTALLATION

- A. Install compartments to specified tolerances in accordance with shop drawings and manufacturer's printed installation instructions.
- B. Attach components to adjacent materials and to other components using purpose-designed fastening devices.
- C. Adjust pilaster anchors for floor variations; conceal anchors with pilaster shoes.
- D. Equip each compartment door with top and bottom hinges, and door latch.
- E. Install door strike keeper on pilasters in alignment with door latch.
- F. Equip each compartment door with one coat hook and bumper.
- G. Installation Tolerances:
  - 1. Maximum variation from plumb or level: 1/8 inch.
  - 2. Maximum displacement from indicated position: 1/8 inch.
  - 3. Clearance between wall surface and panels or pilasters: 1-1/2 inch maximum.

# 3.4 ADJUSTING

- A. Adjust door hardware for uniform clearance between doors and pilasters.
- B. Adjust door hinges to attain free movement, to locate in-swinging doors in partial open position when unlatched; and to return out-swinging doors to closed position.
- C. Adjust door hardware to align door strike keeper on each pilaster with door latch.

# 3.5 PROTECTION OF INSTALLED PRODUCTS

- A. Prevent damage to product finishes by subsequent construction activities.
- B. Replace components having damaged finish.
- C. Remove factory protective coverings and clean finish surfaces in accordance with manufacturer's instructions before final inspection.

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

## 1.1 SECTION INCLUDES

A. Manual disappearing stairways.

# 1.2 REFERENCES

A. ANSI A14.9: Safety Requirements for Ceiling Mounted Disappearing Climbing Systems.

## 1.3 SUBMITTALS

Β.

- A. Submit under provisions of Section 01040 and General Conditions..
  - Manufacturer's product data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
    - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings for Stairs:
  - 1. Plan and section of stair installation.
  - 2. Indicate rough opening dimensions for ceiling and/or roof openings.

## 1.4 DELIVERY, STORAGE, AND HANDLING

A. Store stairway until installation inside under cover in manufacturer's unopened packaging. If stored outside, under a tarp or suitable cover.

# 1.5 WARRANTY

A. Warranty: One year against defective material and workmanship.

## PART 2 PRODUCTS

## 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Precision Ladders, LLC, P. O. Box 2279; Morristown, TN 37816-2279; Tel: 423-586-2265; www.PrecisionLadders.com
- B. Requests for substitutions will be considered in accordance with provisions of Instructions To Bidders.

## 2.2 MANUAL DISAPPEARING STAIRWAY

- A. Manual Disappearing Stairway.
  - Standard Model: Super Simplex Disappearing Stairway as manufactured by Precision Ladders LLC. Stairs for ceiling heights 7'-0" – 12'-0": Model 1000. Stairs for ceiling heights 12'-1" – 13'-6": Model 2000.
- B. Performance Standard: Unit shall comply with ANSI A14.9, Commercial Type, for rough openings between 27 inches to 39 inches. Stairway capacity shall be rated at 500 lbs.
- C. Accessories:
  - 1. Steel pole to aid opening and closing stairways.
  - 2. Stairs shall be equipped with a Precision Fold Assist to aid in folding and unfolding of sections.
  - 3. Keyed lock for door.
- D. Components:
  - 1. Ceiling Opening
    - a. Ceiling height of 9' 9" or less requires an opening of 30" x 54"
    - b. Ceiling heights from 9' 10" 12' 0" require opening of  $30" \times 64"$
    - c. Ceiling heights from 12' 1" 13' 6" require opening of 22  $^{1\!/_2}$  x 72"

- 2. Stairway Stringer: 6005-T5 Extruded aluminum channel 5" x 1" x 1/8"; tri-fold design; steel blade type hinges; adjustable feet with plastic Mar-guard. Pitch shall be 63°.
- 3. Stairway Tread: 6005-T5 extruded aluminum channel 5 3/16 inches by 1 1/4 inches by 1/8 inch. Depth is 5 3/16 inches. Deeply serrated top surface. Riser Height: 9-1/2 inches. Clear Tread Width for Standard Width: 18 inches.
- 4. Railing: Aluminum bar handrail riveted to stringers, upper section only.
- 5. Frame:
  - a. If ceiling to floor (or roof deck) above is under 12", frame shall be 1/8" steel formed channel, box.
  - b. When ceiling to floor (or roof deck) above is 12" or greater, the frame shall be 1/8" steel, 63° (with built-in steps) on the hinge end, 90° on the other end, custom depth to fill distance from ceiling to floor above. This custom frame will require a longer opening in the floor above than is required at the ceiling level.
- 6.Door Panel
  - a.Standard (non-fire rated) door shall be constructed of 1/8 inch (3 mm) aluminum sheet attached to stairway frame with a steel piano hinge. Door overlaps bottom flange of frame. Eye bolt accommodates pole for opening and closing door.
  - b.On fire-rated models, the door panel shall be constructed of 20 gauge steel and have a 2 hour fire rating for use in fire-rated ceiling assemblies as issued by Warnock-Hersey or other appropriate independent testing/licensing agency.

#### 7.Hardware:

- a. Steel blade type hinge connecting stringer sections. Zinc plated and chromate sealed.
- b. Steel operating arms, both sides. Zinc coat with clear trivalent chromate.
- c. Double acting steel springs and cable, both sides.
- d. Rivets rated at 1100 lb (499 kg) shear strength each.
- e. Steel section alignment clips at stringer section joints.
- f. Molded rubber guards at corners of aluminum door panel.

8. Finishes: Mill finish on aluminum stairway components. Prime coat on frame.

# 2.3 FABRICATION

A. Completely fabricate ladder ready for installation before shipment to the site.

## PART 3 EXECUTION

## 3.1 EXAMINATION

- A. Do not begin installation until rough opening and structural support have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Examine materials upon arrival at site. Notify the carrier and manufacturer of any damage.

## 3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

## 3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

The general provisions of the Contract, including General and Supplementary Conditions, and General Requirements, apply to the work specified in this section.

# PART 1: GENERAL

#### **DESCRIPTION OF WORK:**

Flat screen video display monitors and mounting brackets shall be provided under the cash allowance listed in Section 01056. Provide mechanical mounting brackets designed to support the video display monitors, where indicated on Drawings and specified in this Section.

<u>Video Display Monitors – 75" (installed)</u>: Provide where indicated in the Drawings. After final purchase approval from Owner, purchase video monitors, with mounting brackets, and install with the cash allowance under Section 01056 Allowances.

#### INDUSTRY STANDARDS:

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

# QUALITY ASSURANCE:

#### Manufacturers:

<u>Video Display Mounting Brackets Standard</u>: For purpose of designating type and quality for work under this Section, Drawings and Specifications are based on Sanus VisionMount products manufactured by Sanus Systems (800) 359-5520. Other Manufacturers who can furnish products or systems of same materials specified and equal in all respects will also be acceptable, such as Da-Lite, and Peerless.

## WARRANTY:

The mounting bracket used shall be supplied with a warranty against defects in workmanship and materials for five (5) years.

### SUBMITTALS:

<u>Manufacturer's Data</u>: Submit five (5) copies of folder containing complete Manufacturer's data and installation procedures for all products to be used in work of this Section.

<u>Shop Drawings</u>: 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.

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

**PART 2: PRODUCTS** (final total list of equipment to be final approved by the Owner)

# DIVISION 11 SECTION 11780

# FLAT SCREEN VIDEO DISPLAY MONITOR MOUNTING BRACKETS: (provide under 01056 allowance)

The flat screen video display monitor wall bracket shall be Sanus Systems Premium Series Tilt-Mount Wall Mount, Model VLT5 (for 42" to 90" flat screens), or equivalent. Model shall be coordinated with the VDM video display monitors. Load capacity: 175 lbs. Tilt-mount screen adjustment capable. UL listed. Provide with security device: horizontal lock bar mechanism for padlock. Provide a universal fastener pack of all necessary screen attachment hardware, with mounting capabilities to wood studs/gypsum wallboard, concrete, CMU block, or metal studs/gypsum wallboard. Provide all necessary accessories for a complete installation and operable assembly.

The TV/Monitor wall bracket assemblies shall be of sufficient strength to support the weight of the flat screen Video Display Monitor for which is designed, with an adequate safety factor. It shall be installed with a wall attachment device capable of supporting the weight of the Video Display Monitor, the bracket itself. Confirm and coordinate bracket capabilities with the video display monitor size and weight. The video display monitor bracket shall wall mount and hold flat screen TV 1.25" from wall. Bracket shall be adjustable in both height and width to ensure proper fit. A locking mechanism shall hold TV securely in position.

<u>Materials</u>: Construction of the bracket shall be of heavy gauge steel with MIG welds, in scratch-resistant Satin Black powder coated finish.

# 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

Brackets for Video Display Monitors shall be installed where indicated on the plans. All fasteners and components for complete assembly of the bracket shall be furnished by the manufacturers.

Provide wood wall blocking for drywall wall mounted brackets. Reference Section 06100 Rough Carpentry for wall blocking requirements.

All CMU wall brackets to be through bolted through walls with plates, nuts and washers.

Install 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.