

# PHASE: CD

1425 ROCK QUARRY RD. SUITE 100 RALEIGH, NC

March 28, 2024





Together, we create.

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END OF SECTION

## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received until <u>2:00 pm on Thursday April 25, 2024</u> in the NC DOT Raleigh IRP Office located at 1425 Rock Quarry Rd., Raleigh, N.C., for the alterations of the NCDMV Raleigh IRP Office Upgrade, Raleigh, NC 27610 at which time and place Bids will be opened and read aloud. Bids may be emailed directly by 5:00 pm on Wednesday April 24, 2024 to <u>bmccaffrey@mhaworks.com</u> if contractor prefers not to be present at bid opening.

A <u>recommended</u> Pre-Bid Meeting and HUB Outreach meeting will be held at 10:00 am on April 11, 2024, at the project site, 1425 Rock Quarry Rd. Suite 100, Raleigh, NC 27610. Complete plans and specifications for this project can be obtained during normal business hours from:

Julianne Vance MHAworks 800 Taylor St., Suite 9A-154 Durham, NC 27701 919-682-2870 <u>jvance@mhaworks.com</u>

Plan deposit: One Hundred and Fifty Dollars (\$150.00) per printed set or by free download. Contact MHAworks for online address of the free download.

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

Owners representative: Michael Mountcastle, P.E. Director of Facilities Management Division North Carolina Department of Transportation 1 South Wilmington Street Raleigh, North Carolina 27601

#### STATE OF NORTH CAROLINA STANDARD FORM OF INFORMAL CONTRACT AND GENERAL CONDITIONS

For

Department of Transportation – Raleigh IRP Office Upgrade

#### SCOPE OF WORK

The Work of this Project is as defined by the Contract Documents prepared by MHAworks, 800 Taylor Street, Suite 9A-154, Durham, NC 27701, dated March 28, 2024. The project is located at Raleigh IRP Office, located at 1425 Rock Quarry Rd. Suite 100, Raleigh N.C. 27610. The work consists of the construction of two partitions with doors and card readers separating employee work area from public area. Additional exit light and corridor lighting fixture will be added. The doors being replaced will have ADA compliant hardware. Painting of walls will be typical throughout project areas.

#### NOTICE TO BIDDERS

Sealed proposals will be received until <u>2:00 pm on Thursday April 25, 2024</u> in the NC DOT Raleigh IRP Office located at 1425 Rock Quarry Rd., Raleigh, N.C., for the alterations of the NCDMV Raleigh IRP Office Upgrade, Raleigh, NC 27610 at which time and place Bids will be opened and read aloud. Bids may be emailed directly by 5:00 pm on Wednesday April 24, 2024 to <u>bmccaffrey@mhaworks.com</u> if contractor prefers not to be present at bid opening.

Mike Mountcastle Director, Facilities Management Division North Carolina Department of Transportation 1525 Mail Service Center Raleigh, NC 27699-1525

> MHAworks 800 Taylor St., Suite 9A-154 Durham, NC 27701 (919) 682-2870

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General contractor must have general license classification for "Building Contractor".

No bid may be withdrawn after the opening of bids for a period of 60 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

NC DMV – Raleigh IRP Office Upgrade Company Name License No. \_\_\_\_\_

## **BID/ACCEPTANCE FORM**

for

NC DMV – Raleigh IRP Office Upgrade

The work consists of the construction of two partitions with doors and card readers separating employee work area from public area. Additional exit light and corridor lighting fixture will be added. New partition and door arrangements as indicated on the construction drawings.

We are in receipt of Addendum <u>#1:</u> <u>#2:</u> <u>#3:</u>

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the *State of North Carolina* through the <u>NC Department of Transportation</u> for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the <u>NC Department of Transportation</u> and the <u>Designer, MHAworks, PA</u> for the sum of:

BASE BID:		Dollars \$
Respectively submitted this	day of	2023
	(Contractor)	s Name)
FEDERAL ID#	BY	
WITNESS	TITLE	(Owner, partner, corp. Pres. Or Vice President)
(Proprietorship or Partnership)	ADDR	ESS
Attest: (corporation)	Email	Address:
		(Corporate Seal)
By:Lic	ense #:	
Title:(Corporation, Secretary/ ,	Assistant Secretar	<u>/.)</u>
ACCEP	<b>TED by the STATE (</b> Through	<b>DF NORTH CAROLINA</b> the
	Department of M	otor Vehicles

Total amount of accepted by the owner, (base bid) : \$\_\_\_\_\_

\_

ВҮ

TITLE

DATE

# GENERAL CONDITIONS

## 1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work and has satisfied himself relative to the Work to be performed.

#### 2. **DEFINITIONS**

**Owner:** "Owner" shall mean, The State of North Carolina through the North Carolina Department of Motor Vehicles.

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

**Designer**: The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

**Contract Documents:** "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

## 3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Designer/Owner, the Designer/Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

## 4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

## 5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

## 6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

## 7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer or his authorized representative.

The contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after acceptance of the project.

#### 8. MATERIALS, EQUIPMENT, EMPLOYEES

a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- a. Upon notice, the contractor shall furnish evidence as to quality of materials.
- b. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- c. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- d. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- e. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- f. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

## 9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance

therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules, and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may\* not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation.

\*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was <u>not</u> employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.

## 10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations, or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention

Manual in Construction, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells, and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- h. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

## 11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

## **12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these Contract Documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## 13. CHANGES IN THE WORK AND CLAMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved\_change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the

contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except is such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
  - 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1<sup>st</sup> tier subs), or their sub-subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  - 1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  - 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  - 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision

insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;

- 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
- 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting\_data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

At the time of signing a change order, the contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted, or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account

of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in\_this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

## 14. ANNULMENT OF CONTRACT

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety (if applicable) of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the contractor, or the surety (if applicable) shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

## **15. TERMINATION FOR CONVENIENCE**

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any

payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## 16. OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

## **17. REQUESTS FOR PAYMENT**

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
  - 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
  - 2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

**THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE:** "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

## **18. PAYMENTS WITHHELD**

The designer with the approval of the Owner may withhold payment for the following reasons:

a. Faulty work not corrected.

- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
  - i. Claims filed against the contractor or evidence that a claim will be filed.
  - ii. Evidence that subcontractors have not been paid.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor as provided in G.S. 143-134.1. As provided in G.S. 143-134.1(e), the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## **19. MINIMUM INSURANCE REQUIREMENTS**

The work under this contract shall not commence until the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

## a. Worker's Compensation and Employer's Liability

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

## b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

#### c. Property Insurance (Builder's Risk/Installation Floater)

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and subsubcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

#### d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

#### e. Other Insurance

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

## f. Proof of Carriage

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

## **20. ASSIGNMENT**

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

## 21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns,

trees and shrubs, corridors, stairs, and other elements shall be repaired, cleaned or otherwise restored to their original state.

## 22. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

## 23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

## 24. TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.

d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.

#### e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991, from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-ofstate, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

#### **25. EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

## 26. MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority bids and to attain the goal. The contractor shall include with his bid a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix E MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for* Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract.

## 27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for lost efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

#### 28. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

## **29. CONTRACTOR EVALUATION**

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

# SUPPLEMENTARY GENERAL CONDITIONS

## TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within (<u>150</u>) consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of <u>five</u> <u>hundred</u> Dollars (<u>\$ 500</u>) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

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

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

## **SECTION A: INTENT**

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business 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 State and all public subdivisions and local governmental units.
- 5. <u>Owner</u> The State of North Carolina, through the Agency/Institution named in the contract.
- 6. <u>Designer</u> Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina 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 Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
  - a. Monitoring compliance with the program requirements.
  - b. Assisting in the implementation of training and technical assistance programs.
  - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
  - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

## 2. <u>State Construction Office</u>

The State Construction Office will be responsible for the following:

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

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

# 3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
  - 1. A description of the work for which the bid is being solicited.

  - 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 to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

# 4. Designer

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

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

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

- e. During construction phase of the project, review "MBE Documentation for Contract Payment" (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.
- 5. <u>Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors</u> Under the single-prime bidding, the separate-prime biding, construction manager at risk and alternative contracting methods, contractor(s) will:
  - a. Attend the scheduled prebid conference.
  - b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
  - c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
    - (1) A description of the work for which the subbid is being solicited.
    - (2) The date, time and location where subbids are to be submitted.
    - (3) The name of the individual within the company who will be available to answer questions about the project.
    - (4) Where bid documents may be reviewed.
    - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

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

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

- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- 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 4</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 5</u>: These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: www.nc-sco.com

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

# MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

## APPLICATION:

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

## MINORITY BUSINESS SUBCONTRACT GOALS:

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

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts <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 D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.

## OR

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

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

# MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

# **APPENDIX E**

# **MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect:		
Address & Phone:		
Project Name:		
Pay Application #:	Period:	

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

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

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

Title

Signature

## SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

#### SECTION 011000 - SUMMARY

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Phased construction.
  - 4. Access to site.
  - 5. Coordination with occupants.
  - 6. Work restrictions.
  - 7. Specification and drawing conventions.
  - 8. Miscellaneous provisions.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: North Carolina DOT Raleigh IRP Office Upgrade.
  - 1. Project Location. 1425 Rock Quarry Rd. Suite 100, Raleigh N.C. 27610
- B. Owner: North Carolina Department of Transportation.
  - 1. Owner's Representative: Mike Mountcastle, 919.707.4552 mdmountcastle@ncdot.gov.
- C. Architect: MHAworks, 800 Taylor St., Suite 9A-154, Durham, NC 27701. 919.682.2870.
  1. Architect's Representative: Bill McCaffrey, PM, bmccaffrey@mhaworks.com.
- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents.
  - 1. Electrical: Burke Design Group, PA 3305-109- Durham Drive, Raleigh NC 27603.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this Project is as defined by the Contract Documents prepared by MHAworks, 800 Taylor Street, Suite 9A-154, Durham, NC 27701, dated January 22, 2024. The project is located at NC DMV Raleigh IRP Office, located at 1425 Rock Quarry Rd. Suite 100, Raleigh N.C. 27610. The work consists of the construction of two partitions with doors and card readers separating employee work area from public area. Additional exit lights and a corridor lighting fixture will be added. The doors being replaced will

have ADA compliant hardware. Painting of walls will be typical throughout project areas. Contractors are responsible for obtaining building permit for construction from the City of Raleigh Inspections Department.

- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

## 1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project. All contractor and sub-contractor personnel that will be working in the NC DOT Transportation Building will be required to provide identification prior to being allowed access to the site.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to areas defined in the construction documents.
  - 2. Driveways, Walkways and Entrances: Keep driveways, parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

## 1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site, existing and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. All egress routes and exits shall be kept clear and unobstructed throughout project.
  - 3. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

## 1.7 WORK RESTRICTIONS

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

On-Site Work Hours: Regular building hours is from 7:00 am to 6:00 pm Monday thru Friday. Work that doesn't generate excessive noise may take place during regular building hours. Excessively noisy work is to take place before or after regular building hours or on weekends. All after hour work and weekend work must be approved by owner with 48-hour notice for approval.

> Hours for Utility Shutdowns: As approved by and scheduled with the Owner. Hours for Core Drilling: Weekends or After Hours Hours for wall demolition (terracotta/block walls): Weekends or After Hours Hours for radiator removal: Weekends or After Hours

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than 72 hours in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than 48 hours in advance of proposed disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 100 feet of any building.
- E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- F. Employee Identification: Owner will provide one access badge for the Contractors superintendent working on Project site. All personnel without access badges must check in at main security desk each day they work in building.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

END OF SECTION 011000

## SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for restrictions on the use of the premises, Owneroccupancy requirements, and phasing requirements.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed, and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

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

#### 1.5 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Pre-demolition Photographs: Submit before Work begins.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.
- 1.7 FIELD CONDITIONS
  - A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
  - B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
  - D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
- 1. Hazardous materials will be removed by Owner before start of the Work.
- 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

## PART 2 - PRODUCTS

- 2.1 PEFORMANCE REQUIREMENTS
  - A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
  - B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

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

- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate, and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - 1. Comply with requirements specified in Division 01 Section "Photographic Documentation."
  - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
  - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

## 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

- d. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- e. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- 5. Fire protection systems shall be removed by the fire protection sub-contractor.
- 6. Plumbing systems shall be removed by the plumbing sub-contractor.
- 7. HVAC systems shall be removed by the HVAC sub-contractor.
- 8. Electrical systems shall be removed by the electrical sub-contractor.

## 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with the facility.
  - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

## 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding,

not hammering, and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

- 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
- 5. Maintain adequate ventilation when using cutting torches.
- 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
- 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 9. Dispose of demolished items and materials promptly.
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area on-site.
  - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

## 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

## 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and dispose of them in dumpsters provided by the Owner.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.

## 3.7 CLEANING

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

### 3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Items to Be Removed: As indicated on drawings.
- B. Existing Items to Be Removed and Salvaged: As indicated on drawings.
- C. Existing Items to Be Removed and Reinstalled: As indicated on drawings.
- D. Existing Items to Remain: As indicated on drawings.

END OF SECTION 024119

## SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Framing with dimension lumber.
- B. Related Requirements:
  - 1. Division 06 "Interior Finish Carpentry" Sections for nonstructural carpentry items exposed to view and not specified in another Section.

#### 1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NHLA: National Hardwood Lumber Association.
  - 3. NLGA: National Lumber Grades Authority.
  - 4. SPIB: The Southern Pine Inspection Bureau.
  - 5. WCLIB: West Coast Lumber Inspection Bureau.
  - 6. WWPA: Western Wood Products Association.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
  - 3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.

- 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
- 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Preservative-treated wood.
  - 2. Fire-retardant-treated wood.
  - 3. Power-driven fasteners.
  - 4. Powder-actuated fasteners.
  - 5. Expansion anchors.
  - 6. Metal framing anchors.

#### 1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. For exposed lumber indicated to receive a stained or natural finish, omit grade stamp and provide certificates of grade compliance issued by grading agency.
  - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent for 2-inch nominal thickness or less, no limit for more than 2-inch nominal thickness unless otherwise indicated.

### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
  - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
  - 1. For exposed lumber indicated to receive a stained or natural finish, omit marking and provide certificates of treatment compliance issued by inspection agency.

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
  - 1. Use treatment that does not promote corrosion of metal fasteners.
  - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
  - 3. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.

- 1. For exposed lumber indicated to receive a stained or natural finish, omit marking and provide certificates of treatment compliance issued by inspection agency.
- E. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- F. Application: Treat items indicated on Drawings, and the following:
  - 1. Concealed blocking.
- 2.4 DIMENSION LUMBER FRAMING
  - A. Other Framing: Construction or No. 2 grade and any of the following species:
    - 1. Hem-fir (north); NLGA.
    - 2. Southern pine; SPIB.
    - 3. Douglas fir-larch; WCLIB or WWPA.
    - 4. Spruce-pine-fir; NLGA.
    - 5. Douglas fir-south; WWPA.
    - 6. Hem-fir; WCLIB or WWPA.
    - 7. Douglas fir-larch (north); NLGA.
    - 8. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- 2.5 MISCELLANEOUS LUMBER
  - A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
    - 1. Blocking.
  - B. For items of dimension lumber size, provide Construction or No. 2 and any the following species:
    - 1. Mixed southern pine; SPIB.
    - 2. Western woods; WCLIB or WWPA.
    - 3. Northern species; NLGA.
    - 4. Eastern softwoods; NeLMA.
  - C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
    - 1. Mixed southern pine, No. 2 grade; SPIB.
    - 2. Eastern softwoods, No. 2 Common grade; NELMA.
    - 3. Northern species, No. 2 Common grade; NLGA.
    - 4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
  - D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

## 2.6 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

## 2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Metal Framing: ASTM C 954, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1.
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

### 2.8 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Cleveland Steel Specialty Co.

- 2. KC Metals Products, Inc.
- 3. Phoenix Metal Products, Inc.
- 4. Simpson Strong-Tie Co., Inc.
- 5. USP Structural Connectors.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
  - 1. Use for interior locations unless otherwise indicated.
- C. Hot-Dip Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), highstrength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
  - 1. Use for wood-preservative-treated lumber and where indicated.

#### PART 3 - EXECUTION

- 3.1 INSTALLATION, GENERAL
  - A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
  - B. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
  - C. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
  - D. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
  - E. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
  - F. Do not splice structural members between supports unless otherwise indicated.
  - G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
    - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
  - H. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

- I. Comply with AWPA M4 for applying field treatment to cut surfaces of preservativetreated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.
- J. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- K. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.
- L. Coordinate backing, framing, or blocking with wall-mounted components requiring seismic restraint.

#### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

#### 3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal-size furring horizontally and vertically at 24 inches o.c.
- C. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal-size furring vertically at 16 inches o.c.

#### 3.4 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

# END OF SECTION 061053

#### SECTION 079200 - JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Latex joint sealants.
  - 3. Acoustical joint sealants.
- B. Related Sections:
  - 1. Division 09 Section "Gypsum Board" for sealing perimeter joints.
  - 2. Division 09 Section "Acoustical Panel Ceilings" for sealing edge moldings at perimeters with acoustical sealant.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Warranties: Sample of special warranties.

### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

## 1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Twenty years from date of Final Acceptance.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Twenty years from date of Final Acceptance.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

### PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Architectural Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

#### 2.2 SILICONE JOINT SEALANTS

- A. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 786 Mildew Resistant.
    - b. GE Advanced Materials Silicones; Sanitary SCS1700.
    - c. Tremco Incorporated; Tremsil 200 Sanitary.

### 2.3 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF Building Systems; Sonolac.
    - b. Bostik, Inc.; Chem-Calk 600.
    - c. Pecora Corporation; AC-20+.

- d. Schnee-Morehead, Inc.; SM 8200.
- e. Tremco Incorporated; Tremflex 834.

### 2.4 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Joint Sealant: Manufacturer's standard non-sag, paintable, non-staining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pecora Corporation; AC-20 FTR.
    - b. USG Corporation; SHEETROCK Acoustical Sealant.

### 2.5 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

#### 2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.
    - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

#### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- E. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- F. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

## 3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

## SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Standard hollow metal frames.
- B. Related Sections:
  - 1. Division 08 Section "Door Hardware" for door hardware for flush wood doors.
  - 2. Division 09 Sections "Interior Painting" for field painting hollow metal frames.

#### 1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings.
- B. Standard Hollow Metal Work: Hollow metal work fabricated according to ANSI/SDI A250.8.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material description, fire-resistance rating and finishes.
- B. Shop Drawings: Include the following:
  - 1. Elevations of each door design.
  - 2. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 3. Locations of reinforcement and preparations for hardware.
  - 4. Details of each different wall opening condition.
  - 5. Details of anchorages, joints, field splices, and connections.
  - 6. Details of accessories.
  - 7. Details of moldings, removable stops, and glazing.
  - 8. Details of conduit and preparations for power, signal, and control systems.
- C. Other Action Submittals:
  - 1. Schedule: Provide a schedule of hollow metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with door hardware schedule.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Oversize Construction Certification: For assemblies required to be fire rated and exceeding limitations of labeled assemblies.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of hollow metal door and frame assembly.

## 1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal work from single source from single manufacturer.
- B. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
  - 1. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.
- C. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9. Label each individual glazed lite.
- D. Smoke-Control Door Assemblies: Comply with NFPA 105 or UL 1784.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project-site storage. Do not use non-vented plastic.
  - 1. Provide additional protection to prevent damage to finish of factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inchhigh wood blocking. Do not store in a manner that traps excess humidity.
  - 1. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

#### 1.8 PROJECT CONDITIONS

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

## 1.9 COORDINATION

A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Amweld Building Products, LLC.
  - 2. Benchmark; a division of Therma-Tru Corporation.
  - 3. Ceco Door Products; an Assa Abloy Group company.
  - 4. Curries Company; an Assa Abloy Group company.
  - 5. Deansteel Manufacturing Company, Inc.
  - 6. Firedoor Corporation.
  - 7. Fleming Door Products Ltd.; an Assa Abloy Group company.
  - 8. Habersham Metal Products Company.

#### 2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Frame Anchors: ASTM A 591/A 591M, Commercial Steel (CS), 40Z coating designation; mill phosphatized.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- E. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu. ft. density; with maximum flame-spread and smoke-development indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- F. Glazing: Comply with requirements in Division 08 Section "Glazing."

### 2.3 STANDARD HOLLOW METAL FRAMES

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Interior Frames: Fabricated from cold-rolled steel sheet.

- 1. Fabricate frames with mitered or coped corners.
- 2. Fabricate frames as full profile welded unless otherwise indicated.
- 3. Frames for Wood Doors: 0.053-inch-thick steel sheet.
- 4. Frames for Borrowed Lights: Same as adjacent door frame.
- C. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.

### 2.4 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.

#### 2.5 STOPS AND MOLDINGS

- A. Moldings for Glazed Lites in Doors: Minimum 0.032 inch thick, fabricated from same material as door face sheet in which they are installed.
- B. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch high unless otherwise indicated.
- C. Loose Stops for Glazed Lites in Frames: Minimum 0.032 inch thick, fabricated from same material as frames in which they are installed.

#### 2.6 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/NAAMM-HMMA 861.
- C. Hollow Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  - 1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
  - 2. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
  - 3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  - 4. Jamb Anchors: Provide number and spacing of anchors as follows:

- a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
  - 1) Three anchors per jamb up to 60 inches high.
  - 2) Four anchors per jamb from 60 to 90 inches high.
  - 3) Five anchors per jamb from 90 to 96 inches high.
  - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
  - 5) Two anchors per head for frames above 42 inches wide and mounted in metal-stud partitions.
- 5. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers as follows. Keep holes clear during construction.
  - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
  - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- D. Fabricate concealed stiffeners, edge channels, and hardware reinforcement from either cold- or hot-rolled steel sheet.
- E. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
  - 1. Locate hardware as indicated, or if not indicated, according to ANSI/NAAMM-HMMA 861.
  - 2. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
  - 3. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.
- F. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints.
  - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow metal work.
  - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
  - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
  - 4. Provide loose stops and moldings on inside of hollow metal work.
  - 5. Coordinate rabbet width between fixed and removable stops with type of glazing and type of installation indicated.
- 2.7 STEEL FINISHES
  - A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pretreating.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness to the following tolerances:
  - 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
  - 2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
  - 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
  - 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap doors and frames to receive non-templated, mortised, and surfacemounted door hardware.

#### 3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11.

- 1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
  - a. At fire-protection-rated openings, install frames according to NFPA 80.
  - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
  - c. Install frames with removable glazing stops located on secure side of opening.
  - d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
  - e. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
- 2. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames.

## 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

END OF SECTION 081113

## SECTION 081416 - FLUSH WOOD DOORS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Solid-core doors with wood-veneer faces.
  - 2. Factory finishing flush wood doors.
  - 3. Factory fitting flush wood doors to frames and factory machining for hardware.
- B. Related Sections:
  - 1. Division 08 Section "Glazing" for glass view panels in flush wood doors.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of door indicated. Include details of core and edge construction, louvers, and trim for openings. Include factory-finishing specifications.
- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; location and extent of hardware blocking; and other pertinent data.
  - 1. Indicate dimensions and locations of mortises and holes for hardware.
  - 2. Indicate dimensions and locations of cutouts.
  - 3. Indicate requirements for veneer matching.
  - 4. Indicate doors to be factory finished and finish requirements.
  - 5. Indicate fire-protection ratings for fire-rated doors.
- C. Samples for Initial Selection: For factory-finished doors.
- D. Samples for Verification:
  - 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish. For each wood species and transparent finish, provide set of three samples showing typical range of color and grain to be expected in the finished work.
- 1.4 INFORMATIONAL SUBMITTALS
  - A. Warranty: Sample of special warranty.

### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body.
- B. Source Limitations: Obtain flush wood doors from single manufacturer.
- C. Quality Standard: In addition to requirements specified, comply with AWI's "Architectural Woodwork Quality Standards Illustrated."
  - 1. Provide AWI Quality Certification Labels or an AWI letter of licensing for Project indicating that doors comply with requirements of grades specified.
- D. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
  - 1. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.
- E. Pre-installation Conference: Conduct conference at Project site.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.
- C. Mark each door on bottom rail with opening number used on Shop Drawings.

## 1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

#### 1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.

- b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
- 2. Warranty Period for Solid-Core Interior Doors: Life of installation.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Algoma Hardwoods, Inc.
  - 2. Buell Door Company Inc.
  - 3. Eggers Industries.
  - 4. Marshfield Door Systems, Inc.
  - 5. Mohawk Flush Doors, Inc.; a Masonite company.
  - 6. Oshkosh Architectural Door Company.
- 2.2 DOOR CONSTRUCTION, GENERAL
  - A. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.
  - B. Fire-Protection-Rated Doors: Provide core specified or mineral core as needed to provide fire-protection rating indicated.
    - 1. Edge Construction: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed edges.
    - 2. Pairs: Provide fire-retardant stiles that are listed and labeled for applications indicated without formed-steel edges and astragals. Provide stiles with concealed intumescent seals. Comply with specified requirements for exposed edges.
    - 3. Pairs: Provide formed-steel edges and astragals with intumescent seals.
      - a. Finish steel edges and astragals with baked enamel same color as frame.
      - b. Finish steel edges and astragals to match door hardware (locksets or exit devices).
  - C. Mineral-Core Doors:
    - 1. Core: Noncombustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.
    - 2. Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as needed to eliminate through-bolting hardware.
    - 3. Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.

## 2.3 VENEERED-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Solid-Core Doors:
  - 1. Grade: Premium, with Grade A faces.
  - 2. Species: Maple Matching doors recently installed by owner at 4<sup>th</sup> Floor Facilities Maintenance.
  - 3. Cut: Plain sliced.
  - 4. Match between Veneer Leaves: Pleasing match.
  - 5. Assembly of Veneer Leaves on Door Faces: Balance match.
  - 6. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
  - 7. Exposed Vertical and Top Edges: Same species as faces.
  - 8. Core: Glued wood stave.
  - 9. Construction: Five plies. Stiles and rails are bonded to core, then entire unit abrasive planed before veneering.

## 2.4 LIGHT FRAMES

- A. Wood-Veneered Beads for Light Openings in Fire-Rated Doors: Manufacturer's standard wood-veneered noncombustible beads matching veneer species of door faces and approved for use in doors of fire-protection rating indicated. Include concealed metal glazing clips where required for opening size and fire-protection rating indicated.
- B. Metal Frames for Light Openings in Fire-Rated Doors: Manufacturer's standard frame formed of 0.048-inch thick, cold-rolled steel sheet; factory primed for paint finish; and approved for use in doors of fire-protection rating indicated.

## 2.5 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
  - 1. Comply with requirements in NFPA 80 for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W series standards, and hardware templates.
  - 1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
  - 2. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- C. Openings: Cut and trim openings through doors in factory.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.
  - 2. Glazing: Match glazing in recently installed doors at 4<sup>th</sup> Floor Facilities Maintenance.

- 2.6 FACTORY FINISHING
  - A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
    - 1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.
  - B. Finish doors at factory.
  - C. Use only paints and coatings that comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
  - D. Transparent Finish:
    - 1. Grade: Premium.
    - 2. Finish: AWI catalyzed polyurethane system.
    - 3. Effect: Open-grain finish.
    - 4. Sheen: Satin.

## PART 3 - EXECUTION

- 3.1 EXAMINATION
  - A. Examine doors and installed door frames before hanging doors.
    - 1. Verify that frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
    - 2. Reject doors with defects.
  - B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Hardware: For installation, see Division 08 Section "Door Hardware."
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and the referenced quality standard, and as indicated.
  - 1. Install fire-rated doors in corresponding fire-rated frames according to NFPA 80.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

# 3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

## SECTION 087100 - DOOR HARDWARE

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes:
  - 1. Mechanical door hardware for the following:
    - a. Swinging doors.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Other Action Submittals:
  - 1. Door Hardware Schedule: Prepared by or under the supervision of Installer, detailing fabrication, and assembly of door hardware, as well as installation procedures and diagrams. Coordinate final door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
    - a. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
    - b. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
    - c. Content: Include the following information:
      - 1) Identification number, location, hand, fire rating, size, and material of each door and frame.
      - 2) Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
      - 3) Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
      - 4) Fastenings and other pertinent information.

- 5) Explanation of abbreviations, symbols, and codes contained in schedule.
- 6) Mounting locations for door hardware.
- 7) List of related door devices specified in other Sections for each door and frame.
- 2. Keying Schedule: Keying to be by Owner.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Architectural Hardware Consultant.
- B. Product Certificates: For electrified door hardware, from the manufacturer.
  - 1. Certify that door hardware approved for use on types and sizes of labeled firerated doors complies with listed fire-rated door assemblies.
- C. Product Test Reports: For compliance with accessibility requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.
- D. Warranty: Special warranty specified in this Section.

#### 1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include final hardware schedule.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and an Architectural Hardware Consultant who is available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
  - 1. Warehousing Facilities: In Project's vicinity.
  - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
  - 3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Architectural Hardware Consultant Qualifications: A person who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project and who is currently certified by DHI as follows:
  - 1. For door hardware, an Architectural Hardware Consultant (AHC).
- C. Source Limitations: Obtain each type of door hardware from a single manufacturer.

- D. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated.
- E. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- F. Accessibility Requirements: For door hardware on doors in an accessible route, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.
  - 1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf.
  - 2. Comply with the following maximum opening-force requirements:
    - a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf applied perpendicular to door.
    - b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
  - 3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch.
  - 4. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.
- G. Keying Conference: Conduct conference at Project site. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
  - 1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
  - 2. Preliminary key system schematic diagram.
  - 3. Requirements for key control system.
  - 4. Requirements for access control.
  - 5. Address for delivery of keys.
- H. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Inspect and discuss preparatory work performed by other trades.
  - 3. Review required testing, inspecting, and certifying procedures.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

- B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.
- C. Deliver keys to Owner by registered mail or overnight package service.

## 1.8 COORDINATION

- A. Coordinate layout and installation of floor-recessed door hardware with floor construction. Cast anchoring inserts into concrete. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant.
- D. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

#### 1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including excessive deflection, cracking, or breakage.
    - b. Faulty operation of doors and door hardware.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
  - 2. Warranty Period: Three years from date of Final Acceptance, unless otherwise indicated.
    - a. Exit Devices: Two years from date of Final Acceptance.
    - b. Manual Closers: 10 years from date of Final Acceptance.
#### PART 2 - PRODUCTS

#### 2.1 SCHEDULED DOOR HARDWARE

- A. Provide door hardware for each door as scheduled in Part 3 "Door Hardware Schedule" Article to comply with requirements in this Section.
  - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and products complying with BHMA designations referenced.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in Part 3 "Door Hardware Schedule" Article. Products are identified by using door hardware designations, as follows:
  - 1. References to BHMA Designations: Provide products complying with these designations and requirements for description, quality, and function.

#### 2.2 HINGES

- A. Hinges: BHMA A156.1.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Bommer Industries, Inc.
    - b. Hager Companies.
    - c. IVES Hardware; an Ingersoll-Rand company.
    - d. McKinney Products Company; an ASSA ABLOY Group company.
    - e. Stanley Commercial Hardware; Div. of The Stanley Works.

### 2.3 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
  - 1. Mortise Locks: Minimum 3/4-inch latchbolt throw.
- C. Lock Backset: 2-3/4 inches, unless otherwise indicated.
- D. Lock Trim:
  - 1. Description: As indicated on schedule.
  - 2. Levers: Cast.
  - 3. Escutcheons (Roses): Wrought.
  - 4. Dummy Trim: Match lever lock trim and escutcheons.
  - 5. Operating Device: Lever with escutcheons (roses).

- E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
  - 1. Curved-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
- F. Mortise Locks: BHMA A156.13; Security Grade 1; stamped steel case with steel or brass parts; Series 1000.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Best Access Systems; Div. of Stanley Security Solutions, Inc.
    - b. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
    - c. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
    - d. Yale Security Inc.; an ASSA ABLOY Group company.

### 2.4 AUXILIARY LOCKS

- A. Mortise Auxiliary Locks: BHMA A156.5; Grade 1; with strike that suits frame.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Best Access Systems; Div. of Stanley Security Solutions, Inc.
    - b. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
    - c. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
    - d. Yale Security Inc.; an ASSA ABLOY Group company.

### 2.5 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
    - b. SARGENT Manufacturing Company; an ASSA ABLOY Group company.
    - c. Von Duprin; an Ingersoll-Rand company.
    - d. Yale Security Inc.; an ASSA ABLOY Group company.

#### 2.6 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
  - 1. Manufacturer: Same manufacturer as for locking devices.

- B. Standard Lock Cylinders: BHMA A156.5; Grade 1; permanent cores that are removable; face finished to match lockset.
- 2.7 KEYING
  - A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference.
    - 1. Existing System:
      - a. Master key or grand master key locks to Owner's existing system.
  - B. Keys: Nickel silver.
    - 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
      - a. Notation: "DO NOT DUPLICATE."
    - 2. Quantity: Provide (4) key blanks for each lockset.

# 2.8 OPERATING TRIM

- A. Operating Trim: BHMA A156.6; stainless steel, unless otherwise indicated.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Hager Companies.
    - b. IVES Hardware; an Ingersoll-Rand company.
    - c. Rockwood Manufacturing Company.
    - d. Trimco.

### 2.9 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Corbin Russwin Architectural Hardware; an ASSA ABLOY Group company.
    - b. LCN Closers; an Ingersoll-Rand company.
    - c. Rixson Specialty Door Controls; an ASSA ABLOY Group company.

### 2.10 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Hager Companies.
    - b. National Guard Products.
    - c. Pemko Manufacturing Co.; an ASSA ABLOY Group company.
    - d. Reese Enterprises, Inc.
    - e. Glynn Johnson Co.

# 2.11 METAL PROTECTIVE TRIM UNITS

- A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch-thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. IPC Door and Wall Protection Systems, Inc.; Div. of InPro Corporation.
    - b. IVES Hardware; an Ingersoll-Rand company.
    - c. Pawling Corporation.
    - d. Rockwood Manufacturing Company.
    - e. Trimco.
    - f. Hager Companies.

#### 2.12 AUXILIARY DOOR HARDWARE

- A. Auxiliary Hardware: BHMA A156.16.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on schedule or comparable product by one of the following:
    - a. Baldwin Hardware Corporation.
    - b. Cal-Royal Products, Inc.
    - c. Don-Jo Mfg., Inc.
    - d. Hager Companies.
    - e. Rockwood Manufacturing Company.
    - f. Stanley Commercial Hardware; Div. of The Stanley Works.
    - g. Trimco.

### 2.13 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by Architect.
  - 1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.
- C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
  - 1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
  - 2. Fire-Rated Applications:
    - a. Wood or Machine Screws: For the following:
      - 1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
      - 2) Strike plates to frames.
      - 3) Closers to doors and frames.
    - b. Steel Through Bolts: For the following unless door blocking is provided:
      - 1) Surface hinges to doors.
      - 2) Closers to doors and frames.
      - 3) Surface-mounted exit devices.
  - 3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
  - 4. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."
  - 5. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

# 2.14 FINISHES

- A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

A. Wood Doors: Comply with DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

# 3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
  - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
  - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
  - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.

- 1. Replace construction cores with permanent cores as directed by Owner.
- 2. Furnish permanent cores to Owner for installation.
- E. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.
- F. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
- G. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

# 3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
  - 1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
  - 2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
  - 3. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

# 3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

#### 3.6 DOOR HARDWARE SCHEDULE

Door Hardware Set No. DW1 Type of Door: Office

Qty.	Item	Manufacturer	Product	Finish
3	Hinges	Hager	BB1279 4.5 X 4.5	652
1	Lockset (Office)	Corbin Russwin	ML2051 NSM	626
1	Wall Stop	Hager	236W	32D
3	Silencers	Glynn-Johnson Co.	GJ-64	Gray

#### END OF SECTION 087100

# SECTION 092216 - NON-STRUCTURAL METAL FRAMING

# PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
  - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

# 1.2 INFORMATION SUBMITTALS

A. Evaluation Reports: For dimpled steel studs and runners firestop tracks, from ICC-ES.

# PART 2 - PRODUCTS

# 2.1 DESCRIPTION

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

# 2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  - 2. Protective Coating: Coating with equivalent corrosion resistance of ASTM A 653/A 653M, G40 (Z120), hot-dip galvanized, unless otherwise indicated.
- B. Studs and Runners: ASTM C 645.
  - 1. Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: 20 Gauge.
    - b. Depth: As indicated on Drawings.
  - 2. Dimpled Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: 0.015 inch.
    - b. Depth: As indicated on Drawings.

- 3. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch-deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
- 4. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
  - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - 1) Dietrich Metal Framing; SLP-TRK Slotted Deflection Track.
    - 2) MBA Building Supplies; FlatSteel Deflection Track.
    - 3) Steel Network Inc. (The); VertiClip SLD Series.
    - 4) Superior Metal Trim; Superior Flex Track System (SFT).
    - 5) Telling Industries; Vertical Slip Track.
- C. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Fire Trak Corp.; Fire Trak System.
    - b. Grace Construction Products; FlameSafe FlowTrak System.
    - c. Metal-Lite, Inc.; The System.
- D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
  - 1. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm).
- E. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
  - 1. Depth: As indicated on Drawings.
  - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch thick, galvanized steel.
- F. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
  - 1. Minimum Base-Metal Thickness: 20 Gauge.
  - 2. Depth: As indicated on Drawings.
- G. Resilient Furring Channels: 1/2-inch deep, steel sheet members designed to reduce sound transmission.
  - 1. Configuration: As indicated on Drawings.
- H. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.

- 1. Depth: As indicated on Drawings.
- 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.
- 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch diameter wire, or double strand of 0.048-inch diameter wire.
- I. Z-Shaped Furring: With slotted or nonslotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.018 inch, and depth required to fit insulation thickness indicated.
- 2.3 SUSPENSION SYSTEMS
  - A. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch (1.34 mm) and minimum 1/2-inch- (13-mm-) wide flanges.
    - 1. Depth: As indicated on Drawings.
- 2.4 AUXILIARY MATERIALS
  - A. General: Provide auxiliary materials that comply with referenced installation standards.
    - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- PART 3 EXECUTION
- 3.1 EXAMINATION
  - A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
  - B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.
- 3.3 INSTALLATION, GENERAL
  - A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.

- 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

# 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install studs so flanges within framing system point in same direction.
  - 1. Space studs as follows:
    - a. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
    - b. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.
- B. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistancerated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    - a. Firestop Track: Where indicated, install to maintain continuity of fireresistance-rated assembly indicated.
  - 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
  - 6. Curved Partitions:

- a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
- b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.
- C. Direct Furring:
  - 1. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- D. Z-Furring Members:
  - 1. Erect insulation (specified in Division 07 Section "Thermal Insulation") vertically and hold in place with Z-furring members spaced 24 inches o.c.
  - 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
  - 3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.
- 3.5 INSTALLING SUSPENSION SYSTEMS
  - A. Install suspension system components in sizes and spacings indicated on Drawings, but not less than those required by referenced installation standards for assembly types and other assembly components indicated.
  - B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
  - C. Suspend hangers from building structure as follows:
    - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
      - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
    - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
      - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

- 3. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
- 4. Do not attach hangers to steel roof deck.
- 5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
- 6. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
- 7. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

# SECTION 092900 - GYPSUM BOARD

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board.
- B. Related Requirements:
  - 1. Division 09 Section "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For the following products:
- 1.4 DELIVERY, STORAGE AND HANDLING
  - A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

### 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.
- 2.2 INTERIOR GYPSUM BOARD
  - A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - 1. American Gypsum.
    - 2. CertainTeed Corp.
    - 3. Georgia-Pacific Gypsum LLC.
    - 4. Lafarge North America Inc.
    - 5. National Gypsum Company.
    - 6. PABCO Gypsum.
    - 7. Temple-Inland.
    - 8. USG Corporation.
  - B. Gypsum Wallboard: ASTM C 1396/C 1396M.
    - 1. Thickness: As indicated on drawings.
    - 2. Long Edges: Tapered.
  - C. Gypsum Board, Type X: ASTM C 1396/C 1396M.
    - 1. Thickness: As indicated on drawings.
    - 2. Long Edges: Tapered.
  - D. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
    - 1. Thickness: As indicated on drawings.
    - 2. Long Edges: Tapered.
- 2.3 TRIM ACCESSORIES
  - A. Interior Trim: ASTM C 1047.
    - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
    - 2. Shapes:
      - a. Cornerbead.
      - b. LC-Bead: J-shaped; exposed long flange receives joint compound.

c. L-Bead: L-shaped; exposed long flange receives joint compound.

# 2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
  - 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
- 2.5 AUXILIARY MATERIALS
  - A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
  - B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
    - 1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
    - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
    - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
  - D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
    - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
  - E. Acoustical Joint Sealant: Manufacturer's standard non-sag, paintable, non-staining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
    - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Accumetric LLC; BOSS 824 Acoustical Sound Sealant.
- b. Grabber Construction Products; Acoustical Sealant GSC.
- c. Specified Technologies, Inc.; Smoke N Sound Acoustical Sealant.
- d. USG Corporation; SHEETROCK Acoustical Sealant.
- 2. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

#### PART 3 - EXECUTION

- 3.1 EXAMINATION
  - A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
  - B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
  - C. Proceed with installation only after unsatisfactory conditions have been corrected.
- 3.2 APPLYING AND FINISHING PANELS, GENERAL
  - A. Comply with ASTM C 840.
  - B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
  - C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
  - D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
  - E. Form control and expansion joints with space between edges of adjoining gypsum panels.
  - F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
    - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
    - 2. Fit gypsum panels around ducts, pipes, and conduits.

- 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.
- G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- H. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- I. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

# 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wallboard Type: As indicated on Drawings.
  - 2. Type X: As indicated on Drawings.
  - 3. Ceiling Type: As indicated on Drawings.
- B. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
    - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
  - 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
  - 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners.
  - 2. LC-Bead: Use at exposed panel edges.

- 3. L-Bead: Use where indicated.
- 3.5 FINISHING GYPSUM BOARD
  - A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
  - B. Prefill open joints and damaged surface areas.
  - C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
  - D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
    - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
    - 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
      - a. Primer and its application to surfaces are specified in other Division 09 Sections.

# 3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

# SECTION 095113 - ACOUSTICAL PANEL CEILINGS

# PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.
- 1.2 PREINSTALLATION MEETINGS
  - A. Preinstallation Conference: Conduct conference at Project site.
- 1.3 ACTION SUBMITTALS
  - A. Product Data: For each type of product.
  - B. Samples: For each exposed product and for each color and texture specified, 6 inches in size.
  - C. Samples for Initial Selection: For components with factory-applied color finishes.
  - D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
    - 1. Acoustical Panel: Set of 6-inch square Samples of each type, color, pattern, and texture.
    - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch-long Samples of each type, finish, and color.
- 1.4 INFORMATIONAL SUBMITTALS
  - A. Qualification Data: For testing agency.
  - B. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
  - C. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.
  - D. Field quality-control reports.
- 1.5 CLOSEOUT SUBMITTALS
  - A. Maintenance Data: For finishes to include in maintenance manuals.

# 1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to NVLAP for testing indicated.

### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

#### 1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

#### PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
  - 2. Smoke-Developed Index: 50 or less.
- C. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

# 2.2 ACOUSTICAL PANELS, GENERAL

A. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.

- B. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
  - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface according to ASTM E 795.
- C. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
- 2.3 ACOUSTICAL PANELS APC
  - A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong Cortega #824 or comparable product by one of the following:
    - 1. Armstrong World Industries, Inc.
    - 2. Chicago Metallic Corporation.
    - 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
  - B. Classification: Provide fire-resistance-rated panels complying with ASTM E 1264 for type, form, and pattern as follows:
    - 1. Type and Form: Type III, mineral base with painted finish; Form 2, water felted.
    - 2. Pattern: D (fissured).
  - C. Color: White.
  - D. LR: Not less than 0.80.
  - E. NRC: Not less than 0.60.
  - F. CAC: Not less than 35.
  - G. Edge/Joint Detail: Square.
  - H. Thickness: 5/8 inch.
  - I. Modular Size: 24 by 24 inches.
- 2.4 METAL SUSPENSION SYSTEMS, GENERAL
  - A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
  - B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
    - 1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain,

without failure, a load equal to five times that imposed by ceiling construction, as determined by testing according to ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.

- a. Type: Cast-in-place anchors.
- b. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition.
- 2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing, and inspecting agency.
- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
  - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
- D. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- E. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.
- F. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in place.
- 2.5 METAL SUSPENSION SYSTEM APC
  - A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong AL Prelude Plus XL 15/16" exposed tee grid system or comparable product by one of the following:
    - 1. Armstrong World Industries, Inc.
    - 2. Chicago Metallic Corporation.
    - 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
  - B. Wide-Face, Capped, Double-Web, Hot-Dip Galvanized, G60, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; hot-dip galvanized according to ASTM C 653/A 653M, G60 coating designation; with prefinished, coldrolled, 15/16-inch-wide aluminum caps on flanges.
    - 1. Structural Classification: Intermediate-duty system.
    - 2. Face Design: Flat, flush.
    - 3. Face Finish: Painted white.

- 2.6 METAL EDGE MOLDINGS AND TRIM APC
  - A. Basis-of-Design Product: Subject to compliance with requirements, provide Armstrong AL Prelude Plus XL 15/16" exposed tee grid system or comparable product by one of the following:
    - 1. Armstrong World Industries, Inc.
    - 2. Chicago Metallic Corporation.
    - 3. USG Interiors, Inc.; Subsidiary of USG Corporation.
  - B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
    - 1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
    - 2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
  - C. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements and the following:
    - 1. Baked-Enamel: Minimum dry film thickness of 1.5 mils. Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

#### 2.7 ACOUSTICAL SEALANT

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Acoustical Sealant for Perimeter Joints:
    - a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
    - b. USG Corporation; SHEETROCK Acoustical Sealant.
- B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
  - 1. Perimeter Joints: Nonsag, paintable, nonstaining latex sealant.
  - 2. Acoustical sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

# PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders and comply with layout shown on reflected ceiling plans.

#### 3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
  - 3. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  - 4. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, post-installed mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
  - 5. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
  - 6. Do not attach hangers to steel deck tabs.
  - 7. Do not attach hangers to steel roof deck. Attach hangers to structural members.

- 8. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
- 9. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or post-installed anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
  - 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  - 2. Attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
  - 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspensionsystem runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
  - 1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.

# 3.4 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

# SECTION 096513 - RESILIENT BASE AND ACCESSORIES

# PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Resilient base.
  - 2. Resilient molding accessories.
- B. Related Sections:
  - 1. Division 09 Section "Resilient Tile Flooring" for resilient floor tile.
  - 2. Division 09 Section "Tile Carpeting" for tile carpeting floor coverings.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.
- 1.3 MAINTENANCE MATERIAL SUBMITTALS
  - A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
    - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

#### 1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- 1.5 DELIVERY, STORAGE, AND HANDLING
  - A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

### 1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 80 deg F, in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 80 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

# PART 2 - PRODUCTS

# 2.1 RESILIENT BASE (RUBBER BASE)

- A. Resilient Base:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Flexco, Inc.
    - b. Johnsonite.
    - c. Roppe Corporation, USA.
- B. Resilient Base Standard: ASTM F 1861.
  - 1. Material Requirement: Type TP (rubber, thermoplastic).
  - 2. Manufacturing Method: Group I (solid, homogeneous).
  - 3. Style: Cove base with toe.
- C. Minimum Thickness: 0.125 inch.
- D. Height: 4 inch.
- E. Lengths: Rolls
- F. Outside Corners: Preformed.
- G. Inside Corners: Preformed
- H. Colors and Patterns: Selected from manufacturer's full range.
- 2.2 RESILIENT MOLDING ACCESSORY TRANSITION STRIP
  - A. Resilient Molding Accessory (TS)

- 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
  - b. Johnsonite.
  - c. Roppe Corporation, USA.
- B. Description: Transition strips.
- C. Material: Rubber.
- D. Profile and Dimensions: Johnsonite CTA-XX-H.
- E. Colors and Patterns: Selected from Manufacturers full range

# 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
  - 1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

# 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

- C. Do not install resilient products until they are same temperature as the space where they are to be installed.
  - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed Corners: Install preformed corners before installing straight pieces.
- G. Job-Formed Corners:
  - 1. Inside Corners: Use straight pieces of maximum lengths possible.
- 3.4 RESILIENT ACCESSORY INSTALLATION
  - A. Comply with manufacturer's written instructions for installing resilient accessories.
  - B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet that would otherwise be exposed.

#### 3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum surfaces thoroughly.
  - 3. Damp-mop surfaces to remove marks and soil.

- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products until Substantial Completion.

END OF SECTION 096513

### SECTION 099123 - INTERIOR PAINTING

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates:
  - 1. Metal frames
  - 2. Gypsum board.

#### 1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

#### **INTERIOR PAINTING**

- 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
- 3. VOC content.

# 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

# 1.5 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Basis of design: Sherwin Williams, subject to compliance with requirements, provide products by the following:
  - 1. Behr Process Corporation.
  - 2. Benjamin Moore & Co.
  - 3. Duron, Inc.
  - 4. Sherwin-Williams Company (The).
- B. Products: Subject to compliance with requirements, provide product listed in other Part 2 articles for the paint category indicated or comparable product by manufacturers listed above.
- 2.2 PAINT, GENERAL
  - A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
  - B. Material Compatibility:
    - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
    - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  - 1. Flat Paints and Coatings: 50 g/L.
  - 2. Primers, Sealers, and Undercoaters: 200 g/L.
  - 3. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
- D. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

#### 2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior, Institutional Low Odor/VOC,:MPI #149.
  - 1. Sherwin Williams Promar 200 Zero VOC

#### 2.4 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Water Based: MPI #107
  - 1. Sherwin Williams Pro Industrial Pro Cryl Universal Acrylic Primer

#### 2.5 WATER-BASED PAINTS

- A. Latex, Interior
  - 1. Sherwin Williams Promar 200 Zero VOC

#### 2.6 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- E. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.

#### INTERIOR PAINTING

4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

# 3.3 APPLICATION

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

#### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

# 3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
#### NORTH CAROLINA DMV – IRP OFFICE ALTERATION

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.
- 3.6 INTERIOR PAINTING SCHEDULE
  - A. Steel Substrates: Door Frames
    - 1. Institutional Low-Odor/VOC Oil Based All Surface Enamel Oil Base:
      - a. Prime Coat: Primer, rust-inhibitive, per manufacture's guidelines
      - b. Intermediate Coat: Oil Based, interior, institutional low odor/VOC, matching topcoat.
      - c. Topcoat: Oil based, interior, institutional low odor/VOC, Gloss (Gloss Level 6, MPI #114.
  - B. Gypsum Board / Plaster Substrates: Walls and Ceilings
    - 1. Institutional Low-Odor/VOC Latex System:
      - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
      - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
      - c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 2), MPI #144.
- 3.7 INTERIOR PAINTING COLORS
  - A. P-1 Walls
  - B. P-2 Door and Window Frames
  - C. END OF SECTION

### Identification of HUB Certified/ Minority Business Participation

(Name of Bidder)

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

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

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

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

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

Ι,

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

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of
I have made a good faith effort to comply under the following areas checked:
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)
1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
<b>2</b> (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
<b>3</b> – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
□ 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
<b>5</b> – (10 pts) Attended prebid meetings scheduled by the public owner.
<b>6</b> – <b>(20 pts)</b> Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
<b>10</b> - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.
Date: Name of Authorized Officer:
Signature:
Title:
SEAL State of, County of   Subscribed and sworn to before me thisday of20   Nature Public
Notary Public

My commission expires MBForms 2002-Revised July 2010

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

County of \_\_\_\_\_

Affidavit of

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_contract.

(Name of Project)

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

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

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

Date <u>:</u>	Name of Authorized Officer:			
	Signature:			
	Title:_			
SEAL				
State of	, County of			
Subscribed and swo	orn to before me this	day of	20	
Notary Public				
My commission exp	pires			

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

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is <u>equal to or greater than 10%</u> 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 <u>72 hours</u> after notification of being low bidder.

(Name of Bidder)

Affidavit of \_\_\_\_\_

\_\_\_\_\_I do hereby certify that on the

NC DMV - IRP OFFICE ALTERATION

(Project Name)

Project ID#

\_\_\_\_\_Amount of Bid \$\_\_\_\_\_

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

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

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

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

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 <u>:</u>	_Name of Authorized Officer:
SEAL	Signature:

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### State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of

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

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

(Name of Bidder)

Affidavit of

I do hereby certify that on the

NC DMV - IRP OFFICE ALTERATION

Project ID#

(Project Name) Amount of Bid \$\_\_\_\_\_

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

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

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),

Female (F) Socially and Economically Disadvantaged (D)

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

- Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:
- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay

agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

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

MBForms 2002-Revised May 2010

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

Date:	_Name of Authorized Officer:_		
	Signature:		
	Title:		
SEAL	State of Subscribed and sworn to before Notary Public My commission expires	_, County of me thisday of	20

#### **APPENDIX E**

#### MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

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

MBE FIRM NAME	* TYPE OF MBE	AMOUNT PAID THIS MONTH (With This Pay App)	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

\*Minority categories: Black (B), Hispanic (H), Asian American (AA), American Indian (AI), White Female (WF), Socially and Economically Disadvantaged (SED)

Approved/Certified By:

Name

Title

Date

Signature

SUBMIT WITH EACH PAY REQUEST - FINAL PAYMENT - FINAL REPORT

#### FORM OF BID BOND

KNOW	ALL		MEN		BY	THES	E	PR	ESENTS		TH	ΑT			
											6	as pr	incip	al,	and
							, a	s sure	ety, who i	is du	ly licen	ised to a	ict as	sure	ty in
North	Carolina,	are	held	and	firmly	bound	unto	the	State	of	North	Caro	lina*	thro	ugh
								as	obligee,	ir	n the	e pen	al	sum	of
				DO	LLARS,	lawful m	oney o	f the	United S	tates	of Am	erica, fo	or the	e payn	nent
of whic	h, well and	truly t	to be m	ade, v	ve bind	ourselves	, our h	eirs,	executors	s, ad	ministr	ators, s	ucce	ssors	and
assigns	, jointly and	seve	rally, fii	mly by	/ these p	oresents.									
	Signed, sea	aled a	and dat	ed this	da	ay of	_ 20								
	WHEREAS	S, the	said pr	incipal	is herev	with subm	itting p	ropos	al for						
and the	principal de	esires	to file	this bio	d bond ir	n lieu of m	naking								

the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

#### FORM OF PERFORMANCE BOND

Date of Contract:	
Date of Execution:	
Name of Principal (Contractor)	
Name of Surety:	
Name of Contracting Body:	
Amount of Bond:	

Project

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

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

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

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

arts.
ar

### NORTH CAROLINA DOT – TRANSPORTATION COMPLEX $5^{TH}$ FLOOR RAIL DIVISION – OFFICE UPGRADES

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

Contractor: (Trade or Corporate Name)

By: \_\_\_\_\_

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

Ву: \_\_\_\_\_

Title: \_\_\_\_\_\_ (Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

Ву: \_\_\_\_\_

Title: \_\_\_\_\_\_\_(Attorney in Fact)

(Surety Corporate Seal)

#### FORM OF PAYMENT BOND

Date of Contract:	
Date of Execution: Name of Principal	
(Contractor)	
Name of Surety:	
Name of Contracting Body:	
Amount of Bond:	
Project	

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

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

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

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

Executed in <u>5</u> counterparts.

## NORTH CAROLINA DOT – TRANSPORTATION COMPLEX $5^{\text{TH}}$ FLOOR RAIL DIVISION – OFFICE UPGRADES

Witness:	
	Contractor: (Trade or Corporate Name)
	Ву:
(Proprietorship or Partnership)	
Attest: (Corporation)	Title
Pres. only)	(Owner, Partner, or Corp. Pres. or Vice
Ву:	
Title:	
(Corp. Sec. or Asst. Sec only)	
(Corporate Seal)	
	(Surety Company)
Witness:	Ву:
	Title:
	(Attorney in Fact)
Countersigned:	
	(Surety Corporate Seal)
(N.C. Licensed Resident Agent)	
Name and Address-Surety Agency	

SECTION 309 APPROVAL OF THE ATTORNEY GENERAL

#### NORTH CAROLINA DOT - TRANSPORTATION COMPLEX **5<sup>TH</sup> FLOOR RAIL DIVISION – OFFICE UPGRADES**

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

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

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

This \_\_\_\_\_\_day of \_\_\_\_\_\_ 20\_\_\_\_.

Signed \_\_\_\_\_ Budget Officer

### Form for Attaching Certificate of Insurance

### Form for Attaching Power of Attorney