NEW HANOVER COUNTY
REQUEST FOR BIDS
Hurricane Florence Repairs
Historic Courthouse
RFB # 19-0407

COUNTY COMMISSIONERS
JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRIS COUDRIET, COUNTY MANAGER
NEW HANOVER COUNTY
REQUEST FOR BIDS
Hurricane Florence Repairs
Historic Courthouse

RFB # 19-0407
Sealed bids addressed to Kevin Caison, Facilities Project Manager, 200 Division Drive, Wilmington, NC 28401 and marked “RFB# 19-0407 Hurricane Florence Repairs Historic Courthouse” will be accepted until 3:00 P.M. EST, Tuesday, May 7, 2019.

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the Conference Room of New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

New Hanover County (NHC) is accepting bids for repairs to the Historic Courthouse located at 24 North Third St. Wilmington, NC 28401. Repairs will be per the sealed plans and specifications by Sawyer Sherwood & Associate Architects dated 4/5/2019.

A mandatory pre-bid meeting will be held at the project (24 North Third St. Wilmington, NC 28401) at 10:00 am, Friday April 26, 2019. We will gather in the main hall, enter using the princess street entrance.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at https://www.nhcgov.com/business-nhc/bids or by contacting Kevin Caison at kcaison@nhcgov.com.

New Hanover County reserves the right to accept or reject any or all Bids and to make the Award which will be in the best interest of the County.

Released: Friday, April 12, 2019
Section 2 – Instructions and General Conditions

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
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<tbody>
<tr>
<td>Friday, April 12, 2019</td>
<td>RFB issued.</td>
</tr>
<tr>
<td>Friday, April 26, 2019 at 10:00 am</td>
<td>Mandatory pre-bid meeting at The Historic Courthouse, 24 North Third St.</td>
</tr>
<tr>
<td>Monday, April 29, 2019 by 3:00 p.m.</td>
<td>Deadline for questions. All questions must be submitted in writing to Kevin Caison (<a href="mailto:kcaison@nhcgov.com">kcaison@nhcgov.com</a>)</td>
</tr>
<tr>
<td>Thursday, May 2, 2019 by 3:00pm</td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td>Tuesday, May 7, 2019, 3:00 p.m.</td>
<td>Deadline for receipt of SEALED bids.</td>
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2.2 – Preparation of Bid

2.2.1 Bidders are instructed to submit their bid in a sealed envelope. Bids should be clearly marked “RFB # 19-0407 - Hurricane Florence Repairs Historic Courthouse ”

2.2.2 The bid shall be submitted by 3:00 PM Tuesday, May 7, 2019 and addressed to:
New Hanover County
Property Management
Attn: Kevin Caison, Facilities Project Manager
200 Division Drive
Wilmington, NC 28401

2.2.3 Completion of Bid Form (Price Sheet): Bidders are expected to examine the plans and specifications herein, the schedule and all instructions. Failure to do so will be at the bidder’s risk. Each bidder shall furnish the information required on the price sheet. Bids must be submitted on the price sheet contained in this bid package. Bids submitted that are not on the attached price sheet will be rejected. BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Changes or corrections made in the bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

2.2.4 No telephone, electronic or facsimile bids will be considered. Bids received after the time and date for closing will not be considered.
2.3 – Pre-bid Meeting
Attendance to the pre-bid meeting is mandatory and will be held **Friday April 26, 2019 at 10:00 am**. A sign in sheet will be used to record attendance and bids will only be accepted from bidders on the sign in sheet.

2.4 – Questions
Questions concerning the plans and specifications in this Request for Bids (RFB) must be in writing (email) and directed to Kevin Caison, Facilities Project Manager at kcaison@nhcgov.com. Questions must be received by **Monday, April 29, 2019 at 3:00 pm**. An addendum summarizing all questions and answers will be posted to the County’s website. Bidders who attended the pre-bid meeting will be sent the addendum by email upon posting.

2.5 – Communication
Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section which is Kevin Caison, Facilities Project Manager, kcaison@nhcgov.com. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit
All Bidders who intend to submit a bid on this project should send an email to kcaison@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFB; if applicable.

2.7 - Cost of Preparation of Response
Costs incurred by prospective Bidders in the preparation of the response to this Request for Bids are the responsibility of the Bidder and will not be reimbursed by The County.

2.8 – Bid Opening
The public bid opening will be **Tuesday, May 7, 2019 at 3:00 p.m.** in the conference room of New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

2.9 – Award
Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.”

The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.

2.10 - Execution of Agreement
The successful Bidder will be required to enter into a formal agreement that is consistent with the bid requirements outlined within. The successful Bidder to whom the Contract is awarded by the County shall within three (3) days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.
2.11 – Ownership of Documents
All bids and accompanying documentation will become the property of New Hanover County at the time the bids are opened and as such will not be returned to the bidder.

2.12 - Trade Secret Confidentiality
Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 - Withdrawal of Bids
Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

2.14 - Equal Opportunity
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 Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.15 - Indemnity
The successful Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.16 – E-Verify
Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County requires an affidavit attesting to Contractor’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.17 - Insurance
Before commencing any work, the Bidder shall procure insurance in the Bidder’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts
listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

**Limits of insurance requirements are detailed in the attached Draft Contract.**

2.18 - Addendum
The bid package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Bidders who are listed with the Finance Office and posted on the County’s website.

You may visit our website at [http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx), or email kcaison@nhcgov.com to check for the issuance of any addenda before submitting your bid.

2.19 - Compliance with Bid Requirements
Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.20 - Successful Bidder
The Bidder who is not currently set up as a vendor in The County’s vendor file will be required to submit a completed Vendor Application, W-9 and EFT form in order to be entered into the County’s vendor database.

2.21 – Federal Uniform Guidance
The source of funds for this contract is federal funds; therefore, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). Refer to Section 3 for complete Details.

2.22 – Estimated Activation Period
The Bidder shall be prepared to sign a contract within three (3) days of bid award. Time is of the essence, and the work must begin within seven (7) days of receipt of the fully executed contract and either purchase order or notice to proceed, and to continue until project is completed.

2.23 – Term and Time/Completion Schedule

2.23.1 Time is of the essence. This contract will be for the period of one hundred eighty (180) days from the contract date. Work will commence immediately (within
seven (7) days) upon issuance of a purchase order or notice to proceed and will be completed as soon as possible thereafter.

2.23.2 The CONTRACTOR will begin work within seven (7) days of notice to proceed. Substantial Completion will be achieved after all final inspections from the Authority Having Jurisdiction (AHJ) have been approved. Final Completion will be accomplished after all punch lists are completed and approved by the owner and architect.

2.24 - Right to Reject Bids
New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be most advantageous to the County.

2.25 – Draft Contract
A draft contract is attached for review by the Bidder.
Section 3 – Federal Uniform Guidance Provisions

1. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. **Equal Opportunity.**

   2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   2.3 Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   2.5 Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the
Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

2.6 In the event of Bidder’s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1 Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Bidder and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Bidder shall comply with the Davis-Bacon Act (40
U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 **Overtime:** No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 **Violation:** liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight
hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 **Withholding for unpaid wages and liquidated damages:** County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 **Subcontracts:** Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. **Patent Rights:** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. **Clean Water Act and Federal Water Pollution Control Act:**
6.1 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6.2 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.3 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

6.4 Bidder agrees to report each violation to the County and understands and agree that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6.5 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.6 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Suspension and Debarment.

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
7.2 Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of
recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg).

10. Access to Records. The following access to records requirements apply to this contract:

   10.1 Bidder agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

   10.2 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   10.3 Bidder agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

   10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10.5. Bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder's actions pertaining to this bid.
Section 4 – Scope of Services

1.0 GENERAL

1.01 The BIDDER shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The BIDDER will be responsible for obtaining all necessary licenses to complete the scope of work.

1.02 Performance: The quality of workmanship concerning the services provided for the Airlie Cottage Hurricane Repairs must reflect professional work and conduct.

2.0 SCOPE OF SERVICES

Hurricane Repairs Historic Courthouse
Scope of Services
New Hanover County is soliciting bids for the repairs due to damages caused by Hurricane Florence to the Historic Courthouse located at 24 North Third St. Wilmington, NC 28401. Specific scope of work for this project are per the sealed specifications and plans by Sawyer Sherwood & Associate Architects and are attached to this RFB.

3.0 LUMP SUM

3.1 The contract will be based upon a lump sum quote for the entire scope outlined in the plans and specifications.

3.2 All bids must be submitted using the attached Bid Form.

4.0 BIDDER SAFETY REQUIREMENTS

4.1 BIDDER shall comply with all local, state and federal safety rules and regulations.

4.2 The BIDDER shall be solely responsible for maintaining safety at all work sites. The BIDDER shall take all reasonable steps to insure safety for both workers and visitors to include traffic control.

5.0 OTHER LAWS AND REGULATIONS

BIDDER will comply with any and all applicable federal, state and local standards, regulations, laws, OSHA and all health and safety regulations.
In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned Bidder offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this bid form, the undersigned Bidder certifies that this proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Bidder as set forth in N.C.G.S. 143-59.1.

False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Bidder’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by N.C.G.S. §143-48.5, the undersigned Bidder certifies that it, and each of its sub-contractors for any Contract awarded as a result of this RFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
The undersigned, having carefully examined the Instructions to Bidders, New Hanover County RFB # 19 – 0407 – Hurricane Repairs Historic Courthouse, sealed specifications and plans by Sawyer Sherwood & Associate Architects, draft contract #19-0407, including the following addendum;
ADDENDUM #___________________ DATED: _______________________

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents, plans and specifications for the following lump sum amount.

**Base Bid:**

$____________________

**Alternate Bid G-1: East Roofing Replacement**

$____________________

**Alternate Bid G-2: Additional Plaster Repair & Painting**

$____________________

**Alternate Bid G-3: Main Hall marble flooring tile re-setting**

$____________________

**Unit Price:** Price per tile for re-setting Main Hall marble flooring tile.

$____________________

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<td>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:</td>
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<tr>
<td>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF COMPANY:</td>
<td>FAX NUMBER:</td>
<td></td>
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<tr>
<td>AUTHORIZED SIGNATURE:</td>
<td>DATE:</td>
<td>E-MAIL:</td>
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Section 6 – Statement of Assurances and Compliance

NEW HANOVER COUNTY

Hurricane Florence Repairs Historic Courthouse

STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Draft Contract, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
2) Currently complies with all applicable State and Federal Laws:
3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

________________________________ Name of Company’s Representative

________________________________ Name of Company’s Representative

Printed Name of Representative

Signature

________________________________ Street

City, State, Zip Code

________________________________ Office

Cell Phone

________________________________ Telephone Number

State of Incorporation

Date
NORTH CAROLINA
NEW HANOVER COUNTY

AGREEMENT

THIS CONTRACT made and entered into this _____ day of __________________ 2019 by and between NEW HANOVER COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ________________________________, a ________________________________, hereinafter referred to as "Contractor";

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. Scope of Services. Contractor shall provide all labor and materials for post Hurricane Florence restoration to the New Hanover County Historic Courthouse located at 24 N. 3rd Street, Wilmington, N.C., as more specifically described in Exhibit A attached hereto and incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin from receipt of Notice to Proceed and all work shall be completed no later than one hundred eighty (180) days for said Notice.

3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of ________________________ ($________). Payment is contingent upon a final County inspection and acceptance of work or services.

4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal
injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations are performed by Contractor or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance
   7.1. Commercial General Liability
       7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

       7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

       7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and GC 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

       7.1.4 Contractor's CGL insurance shall be primary as
respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor’s insurance.

7.2. Worker’s Compensation and Employer’s Liability

7.2.1 Contractor shall maintain Worker’s Compensation as required by the General Statutes of the State of North Carolina and Employer’s Liability Insurance.

7.2.2 The Employer’s Liability, and if necessary, CUL insurance shall not be less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Contractor for County.

7.3. Business Auto Liability

7.3.1 Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor’s Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor’s insurance.

7.4. Surety Bond - Performance & Payment Bonds. Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the
faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Contractor, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the form set forth in N.C.G.S. 44A-33, without any variations therefrom. Contractor shall provide surety bond wherein Surety waives notice of all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

7.5. Deductibles and Self-Insured Retentions

7.5.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.6.1. Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees.

7.6.2. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive, Ste. #125, Wilmington, NC 28403.

7.6.3. If Contractor’s liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7. **Acceptability of Insurers.** Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted a specific exemption.

7.8. **Evidence of Insurance**

7.8.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.9. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.
7.10. **Conditions**

7.10.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.10.2. Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.10.3. Contractor shall promptly notify New Hanover County Property Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.10.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.10.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.10.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

7.10.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.10.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.
8. **Independent Contractor.** The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. **Default and Termination.** If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. **Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the
services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days’ prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **Non-waiver of Rights.** The parties mutually agree that either party’s failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. **Conflict of Interest.** No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. **Subcontracts.** The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

16. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

18. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

20. **E-Verify Compliance.** Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured
in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

22. **Equal Opportunity.**

22.1 During the performance of this contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

22.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,
records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.6 In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.7 Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. Contractor shall comply with the following additional federal provisions:

23.1. **Davis Bacon Act and Copeland Anti-Kickback Act.**

23.1.1 Contractor and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

23.1.2 Contractor shall comply with the Davis-Bacon Act (40
U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Contractor must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be pay wages not less than once a week.

23.1.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23.2. Contract Work Hours and Safety Standards Act

23.2.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

23.2.2 Overtime: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

23.2.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Contractor and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess...
of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

23.2.4 **Withholding for unpaid wages and liquidated damages:** County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

23.2.5 **Subcontracts:** Contractor or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

23.3. **Patent Rights:** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Contractor’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Contractor agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.
23.4. **Clean Water Act and Federal Water Pollution Control Act:**

23.4.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

23.4.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

23.4.3 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

23.4.4 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

23.4.5 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

23.4.6 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

23.4.7 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

23.5. **Suspension and Debarment.**

23.5.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined
at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

23.5.2 Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

23.5.3 This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

23.5.4 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


23.7. **Procurement of Recovered Materials.**

23.7.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23.7.3 In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

23.8. Access to Records. The following access to records requirements apply to this contract:

23.8.1 Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

23.8.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

23.8.3 Contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.
23.9 Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23.10. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23.11. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.


24. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**
New Hanover County Property Management
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401

**To Contractor:**

___________________________________
Attention: ___________________________
___________________________________
___________________________________

25. **Assignability.** The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

26. **Contract Under Seal.** The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.
NEW HANOVER COUNTY

______________________
County Manager

ATTEST:

______________________
Clerk to the Board

CONTRACTOR

______________________ (SEAL)
President

ATTEST:

______________________
Secretary

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Approved as to form:

______________________
County Finance Officer

______________________
County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, ____________________________, a Notary Public of the State and County aforesaid, certify that Kymberleigh G. Crowell acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its ____________ County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this _____ day of _____________________, 2019.

______________________
Notary Public

My commission expires: ______________

STATE OF ____________

______________________ COUNTY

Acct#11030900 700000 HU004

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I, ____________________________, a Notary Public of the State and County aforesaid, certify that ________________________ came before me this day and acknowledged that (s)he is President of ___________________________________, a ________________, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this _____ day of ___________________, 2019.

____________________________
Notary Public

My commission expires:________________

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding $100,000; must be executed prior to Award)

The undersigned ______________________ certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or failure.]

The Contractor, __________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq., apply to this certification and disclosure, if any.

______________
Date

____________________________
Signature of Contractor’s Authorized Official

____________________________
Name and Title of Contractors Authorized Official
Subscribed and sworn to before me this ___ day of ______, 20__, in the State of ____;
and the County of ____________.

Notary Public ____________________________

My Appointment Expires __________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), __________________________, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE __________________________

TITLE __________________________

COMPANY __________________________

DATE __________________________

State of __________________________

County of __________________________

Subscribed and sworn to before me this ___ day of __________________________, 20___

Notary Public __________________________

My Appointment Expires __________________________
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- 09 9123 INTERIOR PAINTING
PART 1 GENERAL

1.01 PROJECT IDENTIFICATION
   A. Project Name: Hurricane Florence Repairs New Hanover County Historic Courthouse
      24 North Third St.
      Wilmington, NC 28401.
   B. The Owner, hereinafter referred to as Owner: New Hanover County
   C. Owner's Project Manager: Kevin Caison, Facilities Project Manager
      New Hanover County.

1.02 PROJECT DESCRIPTION
   A. Summary Project Description: The work includes:
      1. Field seamed metal roofing to replace wind damaged roofing.
      2. Attic insulation to replace water damaged insulation removed by the owner.
      3. Repairs, prep and painting of pressed tin ceilings.
      4. Removal and replacing water damaged plaster ceiling and ornamental plaster trim.
      5. Gypsum board ceiling repairs, prep and painting
      6. Replacement of water damaged carpet tile and broadlume carpet on carpet pad.
      7. Prep and painting of walls and trim.
      8. protection of
      10. Cleaning of HVAC diffusers and return grills by removal, washing,drying and reinserting.
      11. Replacing all return air filters.
      12. Restoring exterior ground mounted and roof mounted monument lighting.
      13. Repair and refinishing of water damaged millwork.
      14. Additional work that is not storm related is shown. An alternate bid is being requested for this work
   B. Contract Terms: Lump sum (fixed price, stipulated sum).

1.03 PROJECT CONSULTANTS
   A. The Architect, hereinafter referred to as Architect: Sawyer Sherwood & Associate.
      1. Address: 124 Market Street.
      2. City, State, Zip: Wilmington, NC 28401.
      3. Phone/Fax: ph 910 762 0892.
      4. E-mail: info@s2a3.com.

1.04 PROCUREMENT DOCUMENTS
   A. Availability of Documents: Complete sets of procurement documents may be obtained:
      1. From Owner through the New Hanover County Property Managment Office.

END OF SECTION
SECTION 01 2200
UNIT PRICES

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. List of unit prices, for use after award of contract when the scope of work is to be changed. Base bid and Alternate bid lump sum proposals include all scope indicated in the bid set. When and if the scope is increased or decreased and a unit cost applies, the unit cost stated will be used to adjust the contract amount by change order.

1.02 COSTS INCLUDED
   A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 SCHEDULE OF UNIT PRICES
   A. Item: Unit Price 1. ; Cost to remove and reset one existing 12" x 12" marble flooring tile located in the main hall, room number 200.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
A. Description of Alternates.
B. Procedures for pricing Alternates.

1.02 ACCEPTANCE OF ALTERNATES
A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner’s option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES
A. Alternate No. G-1 - Metal roofing replacement, East Roof:
   1. State the amount to add to the base bid for demolition and replacement of the existing tern metal roofing as indicated on drawing A1.8 and as specified in division 7.
B. Alternate No. G-2 - Plaster repairs and painting third floor around the main stair:
   1. State the amount to add to the base bid for dust and debris control, demolition and plaster repair in room 300, 300A, 300B & 300C. Work includes the addition of a ceiling medalion at the suspension point for the main stair chandelier.
C. Alternate No. G-3 - Re-setting marble flooring tile:
   1. State the amount to add to the base bid for sounding out existing marble floor tile in the main hall. room # 200. Specification section 09 3000 applies.

END OF SECTION
SECTION 01 2500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS
A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
      a. Unavailability.
      b. Regulatory changes.
   2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
      a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.03 REFERENCE STANDARDS
A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS
A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.
B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING BID PERIOD
A. Instructions to Bidders specifies time restriction. Request must be received by architect no later than 10 calendar days prior to bid date.
B. Submittal Form
   1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.03 SUBSTITUTION PROCEDURES AFTER AWARD OF CONTRACT DURING CONSTRUCTION
A. Submittal Form
1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

B. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

C. Substitutions will not be considered under one or more of the following circumstances:
   1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
   2. Without a separate written request.
   3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION
   A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
   B. Architect will notify Contractor in writing of decision to accept or reject request.

END OF SECTION
SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1  GENERAL

1.01  SECTION INCLUDES

A. General administrative requirements.
B. Preconstruction meeting.
C. Progress meetings.
D. Construction progress schedule.
E. Submittals for review, information, and project closeout.
F. Number of copies of submittals.
G. Requests for Interpretation (RFI) procedures.
H. Submittal procedures.

1.02  RELATED REQUIREMENTS

A. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
B. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance
data; warranties and bonds.

1.03  GENERAL ADMINISTRATIVE REQUIREMENTS

A. Conform to requirements of Section 01 7000 - Execution and Closeout Requirements for
coordination of execution of administrative tasks with timing of construction activities.
B. Make the following types of submittals to Architect:
   1. Requests for Information (RFI).
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Correction Punch List and Final Correction Punch List for Substantial Completion.
   11. Closeout submittals.

PART 3  EXECUTION

2.01  PRECONSTRUCTION MEETING

A. Owner will schedule a meeting after Notice of Award.
B. Attendance Required:
   1. Owner.
   3. Contractor.
C. Agenda:
   1. Submission of list of subcontractors, schedule of values, and progress schedule.
   2. Designation of personnel representing the parties to Contract, Contractor and Architect.
   3. Procedures and processing of field decisions, submittals, substitutions, applications for
      payments, proposal request, Change Orders, and Contract closeout procedures.
   4. Scheduling.
D. Record minutes and distribute copies within two days after meeting to participants, with
electronic copies to Architect, Owner, participants, and those affected by decisions made.
2.02 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum one meeting every two weeks intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor’s superintendent.
   5. Major subcontractors.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   7. Maintenance of progress schedule.
   8. Corrective measures to regain projected schedules.
   9. Planned progress during succeeding work period.
   10. Maintenance of quality and work standards.
   11. Effect of proposed changes on progress schedule and coordination.
   12. Other business relating to work.

E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

2.03 CONSTRUCTION PROGRESS SCHEDULE

A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. Within 10 days after joint review, submit complete schedule.

2.04 REQUESTS FOR INFORMATION(RFI)

A. Definition: A request seeking one of the following:
   1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.

B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
      a. Do not forward requests which solely require internal coordination between subcontractors.
   2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Include in each request Contractor’s signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
   2. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Issue date, and requested reply date.
   2. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
   3. Annotations: Field dimensions and/or description of conditions which have engendered the request.
   4. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
   1. Indicate current status of every RFI. Update log promptly and on a regular basis.
   2. Note dates of when each request is made, and when a response is received.
   3. Identify and include improper or frivolous RFIs.

G. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
   1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
   1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.

2.05 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

2.06 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

2.07 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.
B. Submit Final Correction Punch List for Substantial Completion.
C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 7800 - Closeout Submittals:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   5. Other types as indicated.
D. Submit for Owner's benefit during and after project completion.

2.08 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

2.09 SUBMITTAL PROCEDURES

A. General Requirements:
B. Product Data Procedures:
   1. Submit only information required by individual specification sections.
   2. Collect required information into a single submittal.
   3. Do not submit (Material) Safety Data Sheets for materials or products.
C. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
   2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
D. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
   2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
E. Transmit each submittal with a copy of approved submittal form.
F. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
G. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
H. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
I. Schedule submittals to expedite the Project, and coordinate submission of related items.
J. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
K. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
L. Provide space for Contractor and Architect review stamps.
M. When revised for resubmission, identify all changes made since previous submission.
N. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
O. Submittals not requested will not be recognized or processed.

2.10 SUBMITTAL REVIEW
A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
   1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.

END OF SECTION
SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Temporary utilities.
   B. Temporary telecommunications services.
   C. Temporary sanitary facilities.
   D. Temporary Controls: Barriers, enclosures, and dust control.
   E. Security requirements.
   F. Vehicular access and parking.
   G. Waste removal facilities and services.
   H. Project identification sign.
   I. Field offices.

1.02 TEMPORARY UTILITIES
   A. Owner will provide the following:
      1. Electrical power, consisting of connection to existing facilities.
      2. Water supply, consisting of connection to existing facilities.
   B. Existing facilities may be used.
   C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES
   A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization. Cell phone or tablet with access to email will be adequate.

1.04 TEMPORARY SANITARY FACILITIES
   A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
   B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS
   A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
   B. Provide barricades required by governing authorities for public rights-of-way and for public access to existing building.
   C. Provide protection for plants designated to remain. Replace damaged plants.
   D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 INTERIOR ENCLOSURES
   A. Provide temporary dust covers and protection barriers to contain work areas minimizing effect on Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
   B. Construction: Dust partitions: wood framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.07 SECURITY
   A. Provide security and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
   B. Coordinate with Owner's security program.
1.08 VEHICULAR ACCESS AND PARKING
   A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
   B. Coordinate access and haul routes with governing authorities and Owner.
   C. Provide and maintain access to fire hydrants, free of obstructions.
   D. Provide temporary parking to accommodate construction personnel. Site space is not adequate for parking, parking deck space must be rented to support work crews.

1.09 WASTE REMOVAL
   A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
   B. Provide waste removal facilities and services as required to maintain the building and site in clean and orderly condition.

1.10 PROJECT IDENTIFICATION
   A. Provide project identification sign of design and construction indicated on Drawings.
   B. Erect on site at location established by Architect.
   C. No other signs are allowed without Owner permission except those required by law.

1.11 FIELD OFFICES
   A. Provide space for Project meetings, with table and chairs to accommodate 6 persons. Space in the existing building on level one may be used.

END OF SECTION
SECTION 01 5813
TEMPORARY PROJECT SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Project identification sign.

1.02 RELATED REQUIREMENTS
   A. See General Conditions of the Contract for other signage-related requirements.

PART 2 PRODUCTS

2.01 PROJECT IDENTIFICATION SIGN
   A. Content:
      1. As shown in the drawing on the following page. Background artwork to be provided by the Architect. Text and logos include:
         a. Project number, title, logo and name of Owner as indicated on Contract Documents.

PART 3 EXECUTION

3.01 INSTALLATION
   A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
   B. Erect at location of high public visibility adjacent to main entrance to site.
   C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   D. Install sign surface plumb and level, with butt joints. Anchor securely.
   E. Paint exposed surfaces of sign, supports, and framing.

3.02 MAINTENANCE
   A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL
   A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION
SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Re-use of existing products.
B. Transportation, handling, storage and protection.
C. Product option requirements.
D. Substitution limitations.
E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS
A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.

1.03 SUBMITTALS
A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
B. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS
A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required including:
   1. All furnishings
   2. Metal roof ornamentation to be salvaged, repaired and reinstalled.
   3. All audio visual equipment.
   4. All signage.

2.02 NEW PRODUCTS
A. Provide new products unless specifically required or permitted by the Contract Documents.
B. Use of products having any of the following characteristics is not permitted:
   1. Made of wood from newly cut old growth timber.
   2. Containing lead, cadmium, or asbestos.
C. Where other criteria are met, Contractor shall give preference to products that:
   1. If wet applied, have lower VOC content.
   2. Are extracted, harvested, and/or manufactured closer to the location of the project.
   3. Have longer documented life span under normal use.
   4. Result in less construction waste.
2.03 PRODUCT OPTIONS
   A. Products Specified by Reference Standards or by Description Only: Use any product meeting
      those standards or description.
   B. Products Specified by Naming One or More Manufacturers: Use a product of one of the
      manufacturers named and meeting specifications, no options or substitutions allowed.
   C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:
      Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS
   A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in
      individual specification sections.

PART 3 EXECUTION
3.01 SUBSTITUTION LIMITATIONS
   A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during
      the bidding period and the documents required. Comply with requirements specified in Section
      00 2113.
   B. Document each request with complete data substantiating compliance of proposed substitution
      with Contract Documents.
   C. A request for substitution constitutes a representation that the submitter:
      1. Has investigated proposed product and determined that it meets or exceeds the quality
         level of the specified product.
      2. Agrees to provide the same warranty for the substitution as for the specified product.
      3. Agrees to coordinate installation and make changes to other Work that may be required
         for the Work to be complete with no additional cost to Owner.
      4. Waives claims for additional costs or time extension that may subsequently become
         apparent.

3.02 TRANSPORTATION AND HANDLING
   A. Package products for shipment in manner to prevent damage; for equipment, package to avoid
      loss of factory calibration.
   B. If special precautions are required, attach instructions prominently and legibly on outside of
      packaging.
   C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site
      storage time and potential damage to stored materials.
   D. Transport and handle products in accordance with manufacturer's instructions.
   E. Transport materials in covered trucks to prevent contamination of product and littering of
      surrounding areas.
   F. Promptly inspect shipments to ensure that products comply with requirements, quantities are
      correct, and products are undamaged.
   G. Provide equipment and personnel to handle products by methods to prevent soiling,
      disfigurement, or damage, and to minimize handling.
   H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION
   A. Designate receiving/storage areas for incoming products so that they are delivered according to
      installation schedule and placed convenient to work area in order to minimize waste due to
      excessive materials handling and misapplication. See Section 01 7419.
   B. Store and protect products in accordance with manufacturers' instructions.
   C. Store with seals and labels intact and legible.
D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

I. Prevent contact with material that may cause corrosion, discoloration, or staining.

J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION
SECTION 01 6116
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for Indoor-Emissions-Restricted products.
B. Requirements for VOC-Content-Restricted products.

1.02 DEFINITIONS

A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
   1. Interior paints and coatings applied on site.
   2. Interior adhesives and sealants applied on site, including flooring adhesives.
   3. Flooring.
   4. Products making up wall and ceiling assemblies.
   5. Thermal and acoustical insulation.
B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
   1. Interior paints and coatings applied on site.
   2. Interior adhesives and sealants applied on site, including flooring adhesives.
C. Interior of Building: Anywhere inside the exterior weather barrier.
D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
   1. Concrete.
   2. Clay brick.
   3. Metals that are plated, anodized, or powder-coated.
   4. Glass.
   5. Ceramics.
   6. Solid wood flooring that is unfinished and untreated.

1.03 REFERENCE STANDARDS

C. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition.
D. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.05 QUALITY ASSURANCE

A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Report of laboratory testing performed in accordance with requirements.
      b. Published product data showing compliance with requirements.
c. Certification by manufacturer that product complies with requirements.

B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
   1. Inherently Non-Emitting Materials.

C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
   3. Paints and Coatings: Each color; most stringent of the following:
      a. 40 CFR 59, Subpart D.
      b. SCAQMD 1113 Rule.
      c. CARB (SCM).

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION
SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 QUALIFICATIONS
A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities.

1.02 PROJECT CONDITIONS
A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.03 COORDINATION
A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
B. Notify affected utility companies and comply with their requirements.
C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
F. Coordinate completion and clean-up of work of separate sections.
G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS
A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
C. Examine and verify specific conditions described in individual specification sections.
D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION
A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK
A. Verify locations of survey control points prior to starting work.
B. Promptly notify Architect of any discrepancies discovered.
C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
F. Utilize recognized engineering survey practices.
G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and ________.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations, and ________.
H. Periodically verify layouts by same means.
I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS
A. Install products as specified in individual sections, in accordance with manufacturer’s instructions and recommendations, and so as to avoid waste due to necessity for replacement.
B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING
A. Whenever possible, execute the work by methods that avoid cutting or patching.
B. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.

C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

F. Restore work with new products in accordance with requirements of Contract Documents.

G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.

I. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

A. Use cleaning materials that are nonhazardous.
B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

E. Clean filters of operating equipment.

F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and ______.

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION
SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Project Record Documents.
B. Operation and Maintenance Data.
C. Warranties and bonds.

1.02 RELATED REQUIREMENTS
A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
B. General and Supplementary General Conditions of the Contract: Performance bond, Labor and Material payment bonds, warranty, and correction of work.
C. Individual Product Sections: Specific requirements for operation and maintenance data.
D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS
A. Project Record Documents: Submit construction document markups to Architect for review and use in producing record documents for the Owner.
B. Operation and Maintenance Data:
   1. Submit one electronic copy of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after Substantial Completion.
   3. Submit one copy of completed documents 15 days prior to Substantial Completion. This copy will be reviewed and returned prior to Substantial Completion, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 10 days after final inspection.
C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. For items of Work for which acceptance is delayed beyond Date of Final Acceptance, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 3 EXECUTION

2.01 PROJECT RECORD DOCUMENTS
A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress.
E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Changes made by Addenda and modifications.
F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
      a. To include actual buried location, routes, and depth of any new underground utilities and any existing underground utilities discovered during construction.
   3. Field changes affecting water valve locations, sewer clean outs, damper locations, duct detectors and similar maintenance requiring elements.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

2.02 OPERATION AND MAINTENANCE DATA
A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to operation. Delete inapplicable information.
C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

2.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES
A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
C. Additional information as specified in individual product specification sections.
D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

2.04 WARRANTIES AND BONDS
A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
B. Verify that documents are in proper form, contain full information, and are notarized.
C. Co-execute submittals when required.
D. Retain warranties and bonds until time specified for submittal.
E. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.
F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION
SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS
A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
B. Section 01 1000 - Summary: Description of items to be removed by Owner.
C. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
D. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.05 QUALITY ASSURANCE
A. Demolition Firm Qualifications: Company specializing in the type of work required.
   1. Minimum of 5 years of documented experience.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 SCOPE
A. Remove metal roofing, roofing underlayment & wood to be replaced.
B. Remove interior finishes to be placed including
   1. Plaster
   2. Carpet
   3. Acoustical ceiling tiles

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS
A. Owner is providing hazardous materials survey and will perform mitigation services by separate contract.
B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Provide, erect, and maintain temporary barriers and security devices.
   3. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   5. Do not close or obstruct roadways or sidewalks without permit.
   6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
7. Do not begin removal until built elements to be salvaged or relocated have been removed.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on Field observations and existing drawings.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

C. Remove existing work as indicated and as required to accomplish new work.

D. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove from site all materials not to be reused on site; ______.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION
SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Sheathing.
   B. Roof-mounted curbs.
   C. Roofing nailers.
   D. Roofing cant strips.
   E. Preservative treated wood materials.

1.02 RELATED REQUIREMENTS
   A. Section 03 3000 - Cast-in-Place Concrete: Setting anchors in concrete.

1.03 REFERENCE STANDARDS
   C. PS 1 - Structural Plywood; 2009.
   D. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
   F. SPIB (GR) - Grading Rules; 2014.

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide technical data on wood preservative materials.

1.05 DELIVERY, STORAGE, AND HANDLING
   A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

1.06 WARRANTY
   A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
   B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS
   A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
      1. Species: Spruce-Pine-Fir (South), unless otherwise indicated.
      2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
      3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
      4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
   B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS
   A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
   B. Sizes: Nominal sizes as indicated on drawings, S4S.
C. Moisture Content: Kiln-dry or MC15.

D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No. 2 or Standard Grade.
   2. Boards: Standard or No. 3.

2.03 ACCESSORIES
   A. Fasteners and Anchors:
      1. Metal and Finish: Stainless steel for wood supporting metal roofing system, hot dipped galvanized steel elsewhere.

2.04 FACTORY WOOD TREATMENT
   A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
      1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
   B. Preservative Treatment:
         a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
         b. Treat lumber exposed to weather.
         c. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

3.02 INSTALLATION - GENERAL
   A. Select material sizes to minimize waste.
   B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 ROOF-RELATED CARPENTRY
   A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
   B. Provide wood curb at all roof openings except where specifically indicated otherwise. Form corners by alternating lapping side members.

3.04 TOLERANCES
   A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
   B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.05 CLEANING
   A. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
   B. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION
SECTION 07 2100
THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Batt insulation in ceiling construction.

1.02 RELATED REQUIREMENTS
A. Section 06 1000 - Rough Carpentry: Supporting construction for batt insulation.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

PART 2 PRODUCTS

2.01 APPLICATIONS
A. Insulation in Wood Framed Ceiling and Floor Structure: Batt insulation with no vapor retarder.

2.02 BATT INSULATION MATERIALS
A. Where batt insulation is indicated, either glass fiber or mineral fiber batt insulation may be used, at Contractor's option.
B. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
   1. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
   2. Formaldehyde Content: Zero.
   3. Thermal Resistance: R-value (RSI-value) of 35 (____).
   5. Manufacturers:
      c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
      d. Substitutions: See Section 01 6000 - Product Requirements.
C. Mineral Fiber Batt Insulation: Flexible or semi-rigid preformed batt or blanket, complying with ASTM C665; friction fit; unfaced flame spread index of 0 (zero) when tested in accordance with ASTM E84.
   1. Smoke Developed Index: 0 (zero), when tested in accordance with ASTM E84.
   2. Thermal Resistance: R-value (RSI-value) of 35 (____).
   3. Manufacturers:
      b. Knauf Insulation; EcoBatt Insulation: www.knaufinsulation.com/#sle.
      c. Thermafiber, Inc; SAFB: www.thermafiber.com/#sle.
      d. Substitutions: See Section 01 6000 - Product Requirements.
2.03 ACCESSORIES
   A. Nails or Staples: Steel wire; electroplated or galvanized; type and size to suit application.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
   B. Verify substrate surfaces are flat, free of irregularities.

3.02 BATT INSTALLATION
   A. Install insulation in accordance with manufacturer's instructions.
   B. Install between ceiling joist and other framing in attic space without gaps or voids. Do not compress insulation.
   C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
   D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

3.03 PROTECTION
   A. Do not permit installed insulation to be damaged prior to project completion.

END OF SECTION
SECTION 07 2126
BLOWN INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Ceiling and Attic: Blown insulation pneumatically placed into joist spaces accessed by attic access hatch and ladder.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on product characteristics, performance criteria, and limitations.
C. Certificates: Certify that products of this section meet or exceed specified requirements.
D. Manufacturer's Installation Instructions: Indicate procedure for preparation and installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Blown Insulation:
   5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS
A. Applications: Provide blown insulation in attic and ceiling as indicated on drawings.
B. Provide blown insulation in accordance with requirements of Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
C. Blown Insulation: ASTM C739, cellulosic fiber type, nodulated for pour and bulk for pneumatic placement.
   1. Thermal Resistance (R-value (RSI-value)): 35 sq ft hr deg F/ BTU inch (___ sq m K/W inch), minimum.
D. Ventilation Baffles: Formed plastic.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that substrate and adjacent materials are dry and ready to receive insulation.
B. Verify that recessed light fixtures have thermal cut-out device to restrict over-heating in ceiling spaces.
C. Verify spaces are unobstructed to allow for proper placement of insulation.

3.02 INSTALLATION
A. Install insulation and ventilation baffle in accordance with ASTM C1015 and manufacturer's instructions.
B. Place insulation pneumatically to completely fill ceiling joist spaces.
C. Place insulation against baffles, and do not impede natural attic ventilation to soffit.
D. Completely fill intended spaces leaving no gaps or voids.
E. Repair and reseal insulation access ports as per project details.
3.03 CLEANING
   A. Remove loose insulation residue.

   END OF SECTION
SECTION 07 6100
SHEET METAL ROOFING

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Sheet metal roofing, associated flashings, and underlayment.
   B. Counterflashings.
   C. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS
   A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.

1.03 ADMINISTRATIVE REQUIREMENTS
   A. Preinstallation Meeting: Convene one week before starting work of this section.

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on metal types, finishes, characteristics, and ________.
   C. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
   D. Installation Samples: Submit two samples ______ inch (____ by____ mm) in size illustrating metal roofing mounted on plywood backing illustrating typical seam.

1.05 QUALITY ASSURANCE
   A. Perform work in accordance with SMACNA (ASMM) requirements, except as otherwise noted.
   B. Installer Qualifications: Company specializing in performing sheet metal roof installations with minimum 10 years of experience.

1.06 DELIVERY, STORAGE, AND HANDLING
   A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
   B. Prevent contact with materials that could cause discoloration or staining.

1.07 WARRANTY
   A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
   B. Correct defective Work within a five year period after Date of Substantial Completion. Defective work includes degradation of metal finish.
   C. Provide 20 year manufacturer warranty for Metal degradation. Warranty shall include ________

PART 2 PRODUCTS
2.01 MANUFACTURERS
   A. Sheet Metal Roofing Manufacturers:
      1. VM Zinc.
      2. Rheinzink
3. United Zinc

2.02 SHEET MATERIALS
   A. Stainless Steel Sheet: ASTM A666, Type 304, soft temper, 16 gage, ____ inch (____ mm) thick; smooth No. 4 finish.
   B. Zinc Sheet: ASTM B69, 24 gage, 0.028 inch (0.7 mm) thick.

2.03 FABRICATION
   A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
   B. Fabricate cleats as detailed using stainless steel.
   C. Fabricate starter strips, interlockable with sheet.
   D. Form pieces in longest practical lengths.
   E. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
   F. Form material with standing seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

2.04 ACCESSORIES
   A. Fasteners: Stainless steel.
   B. Underlayment: Synthetic non-asphaltic sheet, intended by manufacturer for mechanically fastened roofing underlayment without sealed seams.
      3. Ultraviolet Resistance and Weatherability: Approved in writing by manufacturer for exposure to weather for minimum of 6 months.
      5. Fasteners: As specified by manufacturer and building code qualification report or approval, if any.
   C. Concealed Sealants: Non-curing butyl sealant.
   D. Exposed Sealants: ASTM C920 elastomeric sealant, with minimum movement capability as recommended by manufacturer for sealed substrates; color to match adjacent material.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, properly sloped to eaves.
   B. Verify sheathing boards are securely nailed to roof framing. Correct lose sheathing by adding screw fasteners into roof framing.
   C. Verify correct placement of wood nailers.
   D. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.
   E. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION
   A. Install starter and edge strips, and cleats before starting installation.
   B. Back paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).
   C. Place and secure eave edge metal tight in contact with existing slate shingle roofing.

3.03 INSTALLATION - ROOFING
   A. Apply underlayment over entire roof area.
1. Apply in single layer laid perpendicular to slope; weather lap edges 2 inches (50 mm) and nail in place.

B. Cleat and seam all joints.

3.04 INSTALLATION - STANDING SEAM ROOFING

A. Comply with SMACNA (ASMM) details ________.

B. Space standing seams at 12 inch (____ mm) on center.

C. Lay sheets with long dimension perpendicular to eaves. Apply pans beginning at eaves.

D. Lock cleats into seams.

E. Stagger transverse joints of roofing sheets.

F. At eaves and gable ends, terminate roofing by hooking over edge strip.

G. Finish standing seams 1 1/2 inch (_____ mm) high on flat surfaces

H. Bend up one side edge 1-1/2 inches (38 mm) and other edge 1-3/4 inches (44 mm).

I. Make first fold 1/4 inch (6 mm) wide single fold and second fold 1/2 inch (13 mm) wide, providing locked portion of standing seam, 5 plies in thickness.

J. Fold lower ends of seams at eaves over at 45 degree angle.

K. Terminate standing seams at ridge and hips by turning down with tapered fold.

3.05 INSTALLATION - FLASHINGS

A. Comply with SMACNA (ASMM) details ________.

B. Insert flashings into reglets to form tight fit.
   1. Secure in place with lead wedges at maximum 6 inches (_____ mm) on center. Pack remaining spaces with lead wool.
   2. Seal flashings into reglets with sealant.

C. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.

D. Cleat and seam all joints.

E. Apply plastic cement compound between metal flashings and felt flashings.

F. Fit flashings tight in place, and make corners square, surfaces true and straight in planes, and lines accurate to profiles.

G. Seal metal joints watertight.

3.06 PROTECTION

A. Do not permit traffic over unprotected roof surface.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
A. Joint backings and accessories.

1.02 RELATED REQUIREMENTS
A. Section 09 2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
B. Section 09 2300 - Gypsum Plastering: Sealing acoustical and sound-rated walls and ceilings.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
   1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
   2. List of backing materials approved for use with the specific product.
   3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
   4. Substrates the product should not be used on.
   5. Substrates for which use of primer is required.
   6. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
D. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
E. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

1.05 QUALITY ASSURANCE
A. Maintain one copy of each referenced document covering installation requirements on site.
B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
D. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
   1. Identification of testing agency.
   2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
      a. Test date.
      b. Copy of test method documents.
      c. Age of sealant upon date of testing.
E. Field Adhesion Test Procedures:
1. Allow sealants to fully cure as recommended by manufacturer before testing.
2. Have a copy of the test method document available during tests.
3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.

F. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
1. Sample: At least 18 inch (457 mm) long.
2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch (25 mm) by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.

1.06 WARRANTY
A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
B. Correct defective work within a five year period after Date of Substantial Completion.
C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 JOINT SEALANT APPLICATIONS
A. Scope:
1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
   a. Wall expansion and control joints. Sealing cracks in existing masonry.
   b. Joints between door, window, and other frames and adjacent construction.
   c. Joints between different exposed materials.
   d. Other joints indicated below.
2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
   a. Joints between door, window, and other frames and adjacent construction.
   b. Interior wall and ceiling control joints.
   c. Other joints indicated below.
3. Do not seal the following types of joints.
   a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
   b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
   c. Joints where installation of sealant is specified in another section.
   d. Joints between suspended panel ceilings/grid and walls.

B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
   1. Type ___ - Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
   2. Type ___ - Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings:
      Mildew-resistant silicone sealant; white.
   3. Narrow Control Joints and cracks in Interior Concrete Slabs: Self-leveling epoxy sealant,
      coordinate to confirm compatibility with concrete polishing process.

2.02 SELF-LEVELING SEALANTS

2.03 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to,
   compatible with specific sealant used, and recommended by backing and sealant
   manufacturers for specific application.
   1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O -
      Open Cell Polyurethane.
   2. Open Cell: 40 to 50 percent larger in diameter than joint width.

B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and
   recommended by tape and sealant manufacturers for specific application.

C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive
   residue, and compatible with surfaces adjacent to joints and sealants.

D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that joints are ready to receive work.
B. Verify that backing materials are compatible with sealants.
C. Verify that backer rods are of the correct size.
D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test
   plan.
   1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
   2. Notify Architect of date and time that tests will be performed, at least 7 days in advance.
   3. Record each test on Preinstallation Adhesion Test Log as indicated.
   4. If any sample fails, review products and installation procedures, consult manufacturer, or
      take whatever other measures are necessary to ensure adhesion; re-test in a different
      location; if unable to obtain satisfactory adhesion, report to Architect.
   5. After completion of tests, remove remaining sample material and prepare joint for new
      sealant installation.

3.02 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.
B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant
   work; be aware that sealant drips and smears may not be completely removable.
E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in
   inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

A. Perform work in accordance with sealant manufacturer's requirements for preparation of
   surfaces and material installation instructions.
B. Perform installation in accordance with ASTM C1193.
C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck
   dimension, and surface bond area as recommended by manufacturer.
D. Install bond breaker backing tape where backer rod cannot be used.
E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL
   A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
   B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 POST-OCCUPANCY
   A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION
SECTION 09 0561
COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section applies to floors identified in contract documents that are receiving the following types of floor coverings:
   1. Broadloom carpet.
   2. Carpet tile.

B. Removal of existing floor coverings.

C. Preparation of existing concrete floor slabs for installation of floor coverings.

D. Testing of concrete floor slabs for moisture and alkalinity (pH).

E. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.

F. Patching compound.

G. Remedial floor coatings.

H. Preparation of existing hardwood strip floors for refinishing.

I. Preparation of existing wood floors for installation of carpet tile and sheet carpeting.

1.02 RELATED REQUIREMENTS

A. Section 01 4000 - Quality Requirements: Additional requirements relating to testing agencies and testing.

1.03 REFERENCE STANDARDS


C. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute; October 2011.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

1.05 SUBMITTALS

A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
   1. Moisture and alkalinity (pH) limits and test methods.
   2. Manufacturer's required bond/compatibility test procedure.

B. Adhesive Bond and Compatibility Test Report.

C. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
   1. Manufacturer's qualification statement.
   2. Test reports indicating compliance with specified performance requirements, performed by nationally recognized independent testing agency.
   3. Manufacturer's installation instructions.
   4. Specimen Warranty: Copy of warranty to be issued by coating manufacturer and certificate of underwriter's coverage of warranty.

1.06 QUALITY ASSURANCE

A. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.
B. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
   1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner’s project contact information.
C. Remedial Coating Installer Qualifications: Company specializing in performing work of the type specified in this section, trained by or employed by coating manufacturer, and able to provide at least 3 project references showing at least 3 years’ experience installing moisture emission coatings.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Deliver, store, handle, and protect products in accordance with manufacturer’s instructions and recommendations.
B. Deliver materials in manufacturer’s packaging; include installation instructions.
C. Keep materials from freezing.

1.08 FIELD CONDITIONS
A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F (18 degrees C) or more than 85 degrees F (30 degrees C).
B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

PART 2 PRODUCTS
2.01 MATERIALS
A. Patching Compound: Floor covering manufacturer’s recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
   1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
   2. Latex or polyvinyl acetate additions are permitted; gypsum content is prohibited.
   3. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.
B. Remedial Floor Coating: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer’s emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
   1. Thickness: As required for application and in accordance with manufacturer’s installation instructions.
   2. If testing agency recommends any particular products, use one of those.
   3. Products:
      b. Floor Seal Technology, Inc; MES 100 with Floor Seal FloorCem SLU: www.floorseal.com/#sle.
      d. Tnemec Company, Inc; Series 208 Epoxoprime MVT: www.tnemec.com/#sle.
      e. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION
3.01 CONCRETE SLAB PREPARATION
A. Perform following operations in the order indicated:
1. Existing concrete slabs with existing floor coverings:
   a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
   b. Removal of existing floor covering.
2. Existing concrete slabs with coatings or penetrating sealers/hardeners/dustproofers:
   a. Do not attempt to remove coating or penetrating material.
   b. Do not abrade surface.
3. Preliminary cleaning.
4. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
5. Perform Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
6. Specified remediation, if required.
7. Patching, smoothing, and leveling, as required.
8. Other preparation specified.
10. Protection.

B. Remediations:
1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS
A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINARY CLEANING
A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
B. Do not use solvents or other chemicals for cleaning.

3.04 ADHESIVE BOND AND COMPATIBILITY TESTING
A. Comply with requirements and recommendations of floor covering manufacturer.

3.05 APPLICATION OF REMEDIAL FLOOR COATING
A. Comply with requirements and recommendations of coating manufacturer.

3.06 PROTECTION
A. Cover prepared floors with building paper or other durable covering.

END OF SECTION
SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Gypsum wallboard.
B. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS
A. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.
B. Section 07 2100 - Thermal Insulation: Acoustic insulation.
C. Section 07 4646 - Fiber-Cement Siding: Exterior soffits and soffit vents
D. Section 07 9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.03 REFERENCE STANDARDS
C. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on gypsum board, accessories, and joint finishing system.

1.05 QUALITY ASSURANCE
A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 3 years of experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES
A. Provide completed assemblies complying with ASTM C840 and GA-216.
   1. See PART 3 for finishing requirements.

2.02 BOARD MATERIALS
A. Manufacturers - Gypsum-Based Board:
   6. Substitutions: See Section 01 6000 - Product Requirements.
B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
   1. Application: Use for ceilings, unless otherwise indicated.
2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
   a. Mold resistant board is required at all locations.
3. Thickness:
   a. Vertical Surfaces: 5/8 inch (16 mm).
   b. Ceilings: 5/8 inch (16 mm).

2.03 ACCESSORIES
A. Acoustic Insulation: Preformed glass or mineral fiber, friction fit type, unfaced. Thickness to match depth of stud framing.
B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
C. Finishing Accessories: ASTM C1047, rolled zinc, unless noted otherwise.
   1. Types: As detailed or required for finished appearance.
   2. Special Shapes: In addition to conventional corner bead and control joints, provide L-bead at exposed panel edges and where gypsum board abuts masonry.
D. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
   1. Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners in areas scheduled to receive moisture resistant GWB.
   2. Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners, except as otherwise indicated.
   3. Ready-mixed vinyl-based joint compound, except as otherwise indicated.
   4. Chemical hardening type compound in areas scheduled to receive moisture resistant GWB. May be substituted in place of ready-mixed vinyl-based joint compound.
E. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
F. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that project conditions are appropriate for work of this section to commence.

3.02 BOARD INSTALLATION
A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
   1. Exception: Tapered edges to receive joint treatment at right angles to framing.
C. Exposed Gypsum Board in Interior Wet Areas: Seal joints, cut edges, and holes with water-resistant sealant.
D. Installation on Wood Framing: For non-rated assemblies, install as follows:

3.03 INSTALLATION OF TRIM AND ACCESSORIES
A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
   1. Not more than 30 feet (10 meters) apart on walls over 50 feet (16 meters) long.
B. Corner Beads: Install at external corners, using longest practical lengths.
C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.
3.04 JOINT TREATMENT

A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, bedded and finished with chemical hardening type joint compound.


C. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
   1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
   2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.

D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
   1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

3.05 TOLERANCES

A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION
SECTION 09 2236
LATH

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Metal lath for gypsum plaster.

1.02 RELATED REQUIREMENTS
A. Section 09 2300 - Gypsum Plastering.

1.03 REFERENCE STANDARDS
C. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
D. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on furring and lathing components, structural characteristics, material limitations, and finish.

1.05 QUALITY ASSURANCE
A. Installer Qualifications: Company specializing in performing the work of this section with at least three years of documented experience.

PART 2 PRODUCTS

2.01 LATH
   1. Weight: To suit application and as specified in ASTM C841 or ASTM C1063 for framing spacing.
B. Corner Mesh: Formed sheet steel, minimum 0.018 inch (0.5 mm) thick, perforated flanges shaped to permit complete embedding in plaster, minimum 2 inch (50 mm) size; same finish as lath.
C. Strip Mesh: Expanded metal lath, same weight as lath, 2 inch (50 mm) wide by 24 inch (600 mm) long; same finish as lath.

2.02 ACCESSORIES
A. Anchorage: Tie wire, nails, and other metal supports, of type and size to suit application; to rigidly secure materials in place, galvanized.
B. Fasteners: Self-piercing tapping screws; ASTM C1002 or ASTM C954.
C. Tie Wire: Annealed galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify existing conditions before starting work.
B. Verify that substrates are ready to receive work and conditions are suitable for application.
C. Do not begin until unacceptable conditions have been corrected.
D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
3.02 INSTALLATION - GENERAL
   A. Install interior lath and furring for gypsum plaster in accordance with ASTM C841.

3.03 LATH INSTALLATION
   A. Apply lath taut, with long dimension perpendicular to supports.
   B. Lap or nest ends of metal lath in accordance with ASTM C841.
   C. Secure end laps with tie wire where they occur between supports.
   D. Attach lath to wood supports using nails at maximum 6 inches (____ mm) on center.
   E. Continuously reinforce internal angles with corner mesh, except where the metal lath returns 3 inches (75 mm) from corner to form the angle reinforcement; fasten at perimeter edges only.
   F. Place corner bead at external wall corners; fasten at outer edges of lath only.
   G. Place base screeds at termination of plaster areas; secure rigidly in place.
   H. Place casing beads at terminations of plaster finish. Butt and align ends. Secure rigidly in place.
   I. Place additional strip mesh diagonally at corners of lathed openings. Secure rigidly in place.

3.04 TOLERANCES
   A. Maximum Variation from True Lines and Levels: 1/8 inch in 10 feet (3 mm in 3 m).
   B. Maximum Variation from True Position: 1/8 inch (3 mm).

END OF SECTION
SECTION 09 2300
GYPSUM PLASTERING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Gypsum plastering.

1.02 RELATED REQUIREMENTS
A. Section 07 9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.
B. Section 09 2236 - Lath: Metal lath, furring, and accessories for plaster base.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
B. Product Data: Provide data on plaster materials, characteristics, and limitations of products specified.

1.05 QUALITY ASSURANCE
A. Installer Qualifications: Company specializing in performing the work of this section with minimum 10 years documented experience.

1.06 FIELD CONDITIONS
A. Do not apply plaster when substrate or ambient air temperature is under 50 degrees F (10 degrees C) or over 80 degrees F (27 degrees C).

PART 2 PRODUCTS

2.01 PLASTER MATERIALS
B. Ready-Mixed Gypsum Plaster: ASTM C28/C28M; mill-mixed type, requiring only the addition of water.
C. Lime: ASTM C206, Type S; special finishing hydrated lime.
D. Aggregate for Base Coats: ASTM C35; sand and lightweight aggregates.
F. Water: Clean, fresh, potable and free of mineral or organic matter that could adversely affect plaster.
G. Bonding Agent: ASTM C631. Type recommended for bonding plaster to monolithic concrete surfaces.

2.02 LATH AND ACCESSORIES
A. Metal Lath and Accessories: As specified in Section 09 2236.
B. Beads, Screeds, Joint Accessories, and Other Trim: Depth governed by plaster thickness, maximum possible lengths.
1. Material: Formed sheet steel with rust inhibitive primer, expanded metal flanges.
3. Fasteners: Nails, staples, or other approved metal supports, of type and size to suit application, to rigidly secure accessories in place.

2.03 PLASTER MIXES
A. Over Metal Lath: Three-coat application, ready-mixed plaster, mixed and proportioned in accordance with ASTM C842 and manufacturer's instructions.
B. Ready-Mixed Plaster Materials: Mix in accordance with manufacturer's instructions.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that existing conditions are satisfactory before starting work.
B. Grounds and Blocking: Verify items within walls for other sections of work have been installed.
C. Metal Lath and Accessories: Verify lath is flat, secured to substrate, and joint and surface perimeter accessories are in place.

3.02 PREPARATION
A. Apply bonding agent in accordance with manufacturer's instructions.

3.03 PLASTERING
A. Apply gypsum plaster in accordance with ASTM C842 and manufacturer's instructions.
B. Thickness of Plaster including Finish Coat:
   1. Over metal lath: 5/8 inch (16 mm).
C. Finish Texture: Float to a consistent and smooth finish.
D. Perform work in panels to nearest natural break or between accessories.

3.04 TOLERANCES
A. Maximum Variation from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m).

END OF SECTION
SECTION 09 2700
PLASTER FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Glass-fiber-reinforced gypsum fabrications for:
      1. Interior trim and moldings.
      2. Interior ornamental features.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Manufacturer's data sheets on each product to be used, including dimensions, finishes, storage and handling requirements and recommendations, and installation recommendations.

1.04 DELIVERY, STORAGE, AND HANDLING
   A. Transport, lift, and handle units with care, avoiding excessive stress and preventing damage; use appropriate equipment.
   B. Store products in manufacturer's unopened packaging until ready for installation, in a clean dry area protected from weather, moisture and damage; store units upright and not stacked unless permitted by manufacturer.

PART 2 PRODUCTS

2.01 GYPSUM FABRICATIONS (INTERIOR USE ONLY)
   A. Glass-Fiber-Reinforced Gypsum Fabrications: Molded glass fiber reinforced gypsum with structural reinforcing as required.
      1. Surface Burning Characteristics: Flame spread index of 0 (zero), smoke developed index of 10, maximum, when tested in accordance with ASTM E84.
      2. Surface Finish: Suitable for flat paint finish, without pinholes, voids, or roughness.
      3. Material Characteristics: Complying with ASTM C1355/C1355M.
      4. Glass Content: Minimum 5 percent by weight.
      5. Method of Construction: Hand or spray lay-up process in molds.
      6. Shell Thickness: 3/8 inch (____ mm), minimum.
      7. Shell Thickness at Part Edges and at Fastening Points: 3/8 inch (____ mm), minimum.
      8. Outside Corner Radius: 1/8 inch (3 mm), maximum.
      9. Dimensional Tolerances of Molded Surfaces:
         a. Straightness: Maximum of 1/8 inch in 8 linear feet (1 mm in 750 mm) variation from straight at any point along any plane, edge, or surface.
         b. Overall Width and Length: Plus/minus 1/8 inch (3 mm).
         c. Dimensions Within Overall Width and Length: Plus/minus 1/16 inch (2 mm).
   B. Joint Cement: Type recommended by fabrication manufacturer.
   C. Joint Tape and Compound: Types recommended for gypsum wallboard work.

PART 3 EXECUTION

3.01 ExAMINATION
   A. Do not begin installation until substrates have been properly constructed; verify that substrates are plumb and true.
B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION
A. Clean surfaces thoroughly prior to installation.
B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
C. Install supplementary temporary and permanent supports as required for proper installation.

3.03 INSTALLATION
A. Install in accordance with applicable code and manufacturer's recommendations, plumb and true to line; shim where necessary.
B. Coordinate work with installation of substrates.
C. Join pieces with cemented butt joints except at control and expansion joints.
D. Provide control joints at not more than 35 feet (10.5 m) on center if not indicated on drawings.
E. Finish joints and surfaces as required for Level 5 in ASTM C840.

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

END OF SECTION
SECTION 09 3000
TILING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Re-setting and grouting marble tile flooring
B. Re-grouting ceramic mosaic flooring

1.02 RELATED REQUIREMENTS
A. Section 07 9200 - Joint Sealants: Sealing joints between tile work and adjacent construction and fixtures.

1.03 REFERENCE STANDARDS
G. ANSI A118.4 - American National Standard Specifications for Modified Dry-Set Cement Mortar; 2012 (Revised).

1.04 ADMINISTRATIVE REQUIREMENTS
A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.05 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide manufacturers' data sheets on mortar, grout, and accessories. Include instructions for using grouts and adhesives.

1.06 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
B. Installer Qualifications: Company specializing in performing tile installation, with minimum of five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING
A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.
1.08 FIELD CONDITIONS
   A. Do not install solvent-based products in an unventilated environment.
   B. Maintain ambient and substrate temperature of 50 degrees F (10 degrees C) during installation of mortar materials.

PART 2 PRODUCTS

2.01 SETTING MATERIALS
   A. Latex-Portland Cement Mortar Bond Coat: 1, 1, or _____.
      1. Applications: Use this type of bond coat where indicated and where no other type of bond coat is indicated.
      2. Products:
         a. ARDEX Engineered Cements; ARDEX X 77 MICROTEC: www.ardexamericas.com.
         d. Merkrete, by Parex USA, Inc; Merkrete 735 Premium Flex: www.merkrete.com/sle.
         e. ProSpec, an Oldcastle brand; Permalastic System: www.prospec.com.
         f. Substitutions: See Section 01 6000 - Product Requirements.
   B. Mortar Bed Materials: Pre-packaged mix of Portland cement, sand, latex additive, and water.
      1. Products:
         b. Merkrete, by Parex USA, Inc; Merkrete Underlay C: www.merkrete.com/#sle.
         c. Proflex Products, Inc; MSI - Mud Set Installation: www.proflex.us/#sle.

2.02 GROUTS
   A. Manufacturers:
      1. ARDEX Engineered Cements; ______: www.ardexamericas.com/#sle.
      2. Bostik Inc; ______: www.bostik-us.com/#sle.
      5. Substitutions: See Section 01 6000 - Product Requirements.
   B. Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
      1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
      2. Use sanded grout for joints 1/8 inch (3.2 mm) wide and larger; use unsanded grout for joints less than 1/8 inch (3.2 mm) wide.
      3. Color(s): As selected by Architect from manufacturer's full line.

2.03 MAINTENANCE MATERIALS
   A. Tile Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type.
      1. Applications: Between tile and plumbing fixtures.
      2. Color(s): As selected by Architect from manufacturer's full line.
      3. Products:
         a. ARDEX Engineered Cements; ARDEX SX: www.ardexamericas.com/#sle.
         c. Merkrete, by Parex USA, Inc; Merkrete Colored Caulking: www.merkrete.com/#sle.
         e. Substitutions: See Section 01 6000 - Product Requirements.
   B. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
1. Composition: Water-based colorless silicone.

2.04 ACCESSORY MATERIALS

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.

B. Verify that sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.

3.02 PREPARATION

A. Protect surrounding work from damage.

B. Vacuum clean surfaces and damp clean.

C. Seal substrate surface cracks with filler.

3.03 INSTALLATION - GENERAL

A. Install tile and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.

B. Maintain current tile pattern and layout. Do not interrupt tile pattern through openings.

C. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.

D. Sound tile after setting. Replace hollow sounding units.

E. Keep control and expansion joints free of mortar, grout, and adhesive.

F. Prior to grouting, allow installation to completely cure; minimum of 48 hours.

G. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.

H. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

3.04 CLEANING

A. Clean tile and grout surfaces.

3.05 PROTECTION

A. Do not permit traffic over finished floor surface for 4 days after installation.

END OF SECTION
SECTION 09 5100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Suspended metal grid ceiling system.
B. Acoustical units.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS
C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
B. Do not install acoustical units until after interior wet work is dry.

1.05 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on suspension system components and acoustical units.
C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Acoustical Units: Quantity equal to 10 percent of total installed.

1.06 FIELD CONDITIONS
A. Maintain uniform temperature of minimum 60 degrees F (16 degrees C), and maximum humidity of 65 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS
A. Acoustical Units - General: ASTM E1264, Class A.
B. Acoustical Tile: Painted mineral fiber, ASTM E1264 Type III, with the following characteristics:
   1. Size: 24 by 24 inches (610 by 610 mm).
   2. Thickness: 3/4 inches (19 mm).
   3. Composition: Mineral fiber.
   4. Edge: Square tegular.
   5. Surface Color: White.
   6. Surface Pattern: Medium.
   7. Suspension System: Exposed grid Type 1.
   8. Basis of Design:
      b. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SUSPENSION SYSTEM(S)
A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required. Suspension system is limited in this project to repair areas and minor revisions.
B. Exposed Aluminum Suspension System:  Aluminum; intermediate-duty.
   1.  Profile:  Tee; 15/16 inch (24 mm) wide face.
   2.  Finish:  Painted white.
   3.  Products:
      c.  USG; DONN AX/AXCE:  www.usg.com
      d.  Substitutions:  See Section 01 6000 - Product Requirements.

2.03 ACCESSORIES
   A.  Support Channels and Hangers:  Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
   B.  Perimeter Moldings:  Same material and finish as grid.
      1.  At Exposed Grid:  Provide L-shaped molding for mounting at same elevation as face of grid.
   C.  Touch-up Paint:  Type and color to match acoustical and grid units.

PART 3 EXECUTION
3.01 EXAMINATION
   A.  Verify existing conditions before starting work.
   B.  Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM
   A.  Install suspension system in accordance with ASTM C636/C636M and manufacturer's instructions and as supplemented in this section.
   B.  Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
   C.  Locate system on room axis according to reflected ceiling plan.
   D.  Install after major above-ceiling work is complete.  Coordinate the location of hangers with other work.
   E.  Hang suspension system independent of walls, columns, ducts, pipes and conduit.  Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
   F.  Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
   G.  Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
   H.  Support fixture loads using supplementary hangers located within 6 inches (150 mm) of each corner, or support components independently.
   I.  Do not eccentrically load system or induce rotation of runners.
   J.  Perimeter Molding:  Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
      1.  Use longest practical lengths.
      2.  Overlap and rivet corners.

3.03 INSTALLATION - ACOUSTICAL UNITS
   A.  Install acoustical units in accordance with manufacturer's instructions.
   B.  Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
   C.  Fit border trim neatly against abutting surfaces.
   D.  Install units after above-ceiling work is complete.
   E.  Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
F. Cutting Acoustical Units:
   1. Cut to fit irregular grid and perimeter edge trim.
   2. Make field cut edges of same profile as factory edges.
   3. Double cut and field paint exposed reveal edges.

3.04 TOLERANCES
   A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).
   B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Carpet tile, fully adhered.
B. Removal of existing carpet tile.

1.02 RELATED REQUIREMENTS

A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
B. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.
C. Section 09 6816 - Sheet Carpeting: Broadloom carpet.

1.03 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
C. Shop Drawings: Indicate layout of joints.
D. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and ________.
F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.
B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.

1.05 FIELD CONDITIONS

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Tile Carpeting:
   1. Mohawk Group
   2. Interface, Inc; _____: www.interfaceinc.com/#sle.
   5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS

A. Tile Carpeting  Match existing carpet tile in replacement areas to color and texture in adjacent spaces., manufactured in one color dye lot. Project will require one color selection for floor level one and one color selection for floor level three.

2.03 ACCESSORIES

A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
B. Edge Strips: Vinyl, color as selected by Architect.

C. Adhesives:
   1. Compatible with materials being adhered; maximum VOC content as specified in Section 01 6116.

D. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.

B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.

C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

D. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and pH.
   1. Test in accordance with Section 09 0561.
   2. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.

3.02 PREPARATION

A. Remove existing carpet tile.

B. Prepare floor substrates for installation of flooring in accordance with Section 09 0561.

3.03 INSTALLATION

A. Starting installation constitutes acceptance of sub-floor conditions.

B. Install carpet tile in accordance with manufacturer's instructions.

C. Blend carpet from different cartons to ensure minimal variation in color match.

D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.

E. Lay carpet tile in Monolithic pattern, with pile direction parallel to next unit, set parallel to building lines.

F. Fully adhere carpet tile to substrate.

G. Trim carpet tile neatly at walls and around interruptions.

H. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

A. Remove excess adhesive without damage, from floor, base, and wall surfaces.

B. Clean and vacuum carpet surfaces.

END OF SECTION
SECTION 09 6816
SHEET CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Carpet, stretched-in with cushion underlay.
B. Removal of existing carpet.
C. Accessories.

1.02 RELATED REQUIREMENTS
A. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.

1.03 REFERENCE STANDARDS
B. CRI (GL) - Green Label Testing Program - Certified Products; Carpet and Rug Institute; Current Edition.

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
C. Shop Drawings: Indicate seaming plan, method of joining seams, direction of carpet pile and pattern, location of edge moldings.
D. Manufacturer's Installation Instructions: Indicate special procedures.
E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.05 QUALITY ASSURANCE
A. Installer Qualifications: Company specializing in installing carpet with minimum three years documented experience.

1.06 FIELD CONDITIONS
A. Store materials in area of installation for minimum period of 24 hours prior to installation.
B. Maintain minimum 70 degrees F (21 degrees C) ambient temperature 24 hours prior to, during and 24 hours after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Carpet:
   3. Patcraft; www.patcraft.com
   4. Substitutions: See Section 01 6000 - Product Requirements.
B. Cushion:
   1. FXI | Foam Innovation; www.fxi.com/#sle.
   4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 CARPET
A. Carpet:
   1. Basis of Design Product: Silk Road manufactured by Mowhawk.
   2. Roll Width: 12 ft (mm).

B. Carpet, Type Border: Tufted, nylon.
   1. Basis of Design Product: Spectrum V30 - BC246 manufactured by Mohawk
   2. Color: Dried Thyme.

2.03 CUSHION
A. Cushion: Rubber coated hair felt.
   1. Nominal Thickness: 1/2 inch (____ mm).
   2. Weight: ____ oz/sq yd (____ g/sq m).
   3. Density: ____ lb/cu ft (____ kg/cu m).

2.04 ACCESSORIES
A. Sub-Floor Filler: Type recommended by carpet manufacturer.
B. Tackless Strip: Carpet gripper, of type recommended by carpet manufacturer to suit application, with attachment devices.
C. Moldings and Edge Strips: Rubber, color as selected from manufacturer's full range.
D. Adhesives:
   1. Compatible with materials being adhered; maximum VOC content of 50 g/L; CRI (GL) certified; in lieu of labeled product, independent test report showing compliance is acceptable.
E. Seam Adhesive: Recommended by carpet manufacturer.
F. Carpet Adhesive: Recommended by carpet manufacturer; releasable type.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive carpet.

3.02 PREPARATION
A. Existing carpet and carpet cushion has been removed, perimeter tack strips remain. Remove existing stretched in carpet in small adjacent room #301B.
B. Prepare floor substrates for installation of flooring in accordance with Section 09 0561.

3.03 INSTALLATION - GENERAL
A. Starting installation constitutes acceptance of sub-floor conditions.
B. Install carpet and cushion in accordance with manufacturer's instructions and CRI 104 (Commercial).
C. Verify carpet match before cutting to ensure minimal variation between dye lots.
D. Lay out carpet.
   1. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic.
   2. Do not locate seams perpendicular through door openings.
   3. Align run of pile in same direction as anticipated traffic and in same direction on adjacent pieces.
   4. Locate change of color or pattern between rooms under door centerline.
   5. Provide monolithic color, pattern, and texture match within any one area.
E. Install carpet tight and flat on subfloor, well fastened at edges, with a uniform appearance.
3.04 STRETCHED-IN CARPET

A. Install tackless strips with pins facing the wall around entire perimeter, except across door openings. Use edge strip where carpet terminates at other floor coverings. Existing strips may be remain and be utilized if in good condition.

B. Space tackless strips slightly less than carpet thickness away from vertical surfaces, but not more than 3/8 inch (9 mm).

C. Install cushion in maximum size pieces using spot adhesive to adhere to sub-floor.

D. Lay out cushion so that seams will be perpendicular to, or offset from, minimum 6 inches (150 mm) from carpet seams.

E. Butt cushion edges together and tape seams.

F. Trim cushion tight to edge of tackless strip and around projections and contours.

G. Double cut carpet seams, with accurate pattern match. Make cuts straight, true, and unfrayed. Apply seam adhesive to all cut edges immediately.

H. Join seams using hot adhesive tape. Form seams straight, not overlapped or peaked, and free of gaps.

I. Following seaming, hook carpet onto tackless strip at one edge, power stretch, and hook firmly at other edges. Follow manufacturer's recommendations for method and amount of stretch.

J. Trim carpet neatly at walls and around interruptions. Tuck edges into space between tackless strip and wall.

K. Complete installation of edge strips, concealing exposed edges. Bind cut edges where not concealed by edge strips.

3.05 CLEANING

A. Remove excess adhesive from floor and wall surfaces without damage.

B. Clean and vacuum carpet surfaces.

END OF SECTION
SECTION 09 8430
SOUND-ABSORBING WALL AND CEILING UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Sound-absorbing panels. Cleaning of existing wall panels.

PART 2 PRODUCTS

2.01 FABRIC-COVERED SOUND-ABSORBING UNITS
A. Sound Absorbing Units: Prefinished, factory assembled fabric-covered panels.
B. Existing Fabric-Covered Acoustical Panels for Walls:
   1. Panel Core: Manufacturer's standard rigid or semi-rigid fiberglass core.
   2. Edges: Perimeter edges reinforced by a formulated resin hardener.

PART 3 EXECUTION

3.01 EXAMINATION AND TEST AREA
A. Examine existing panels for conditions detrimental to cleaning of acoustical units. Proceed with cleaning only after unsatisfactory conditions have been corrected.

3.02 CLEANING
A. Clean fabric facing to remove water staining and dirt accumulation from years in service. Steam cleaning or any other effective method that will clean the fabric facing without discoloring or reducing the acoustic absorption of the existing will be accepted. The cleaning process may not introduce significant moisture that cannot be managed.

3.03 PROTECTION
A. Provide protection of cleaned acoustical panels until Date of Substantial Completion.

END OF SECTION
SECTION 09 9123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Surface preparation.
B. Field application of paints.
C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
D. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
   5. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, and lead items.
   6. Marble, granite, slate, and other natural stones.
   7. Ceramic and other tiles.
   8. Brick, granite, slate, and other natural stones.
   9. Glass.
   10. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS
A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
C. Manufacturer's Instructions: Submit product technical data sheets, and indicate special surface preparation procedures and substrate conditions requiring special attention.
D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; from the same product run, store where directed.
   3. Label each container with color, type, and texture in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience and approved by manufacturer.
1.06 MOCK-UP
   A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
   B. prep and finish pressed tine ceiling area, 8 feet (____ m) long by 8 feet (____ m) wide, illustrating paint color, texture, and finish.
   C. Locate where directed by Architect.
   D. Mock-up may remain as part of the work.

1.07 DELIVERY, STORAGE, AND HANDLING
   A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
   B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
   C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS
   A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
   B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
   C. Do not apply materials when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.
   D. Minimum Application Temperatures for Paints: 50 degrees F (10 degrees C) for interiors unless required otherwise by manufacturer's instructions.
   E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
   B. Paints, Transparent Finishes and Stains :
   C. Primer Sealers: Same manufacturer as top coats.
   D. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL
   A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
      1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
      2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
      3. Supply each paint material in quantity required to complete entire project's work from a single production run.
      4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
B. Volatile Organic Compound (VOC) Content: Comply with Section 01 6116.
C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
D. Colors: To be selected from manufacturer's full range of available colors. Current interior color is to be matched in all areas.

2.03 PAINT SYSTEMS - INTERIOR
A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, wood, plaster, uncoated steel, and shop primed steel.
   1. Two top coats and one coat primer.
   2. Top Coat(s): Interior Latex, flat; MPI #44.
      a. Products:
   3. Primer: As recommended by top coat manufacturer for specific substrate.
B. Paint I-TR -W - Transparent Finish on Wood.
   2. Top Coat(s): Clear Water Based Varnish; MPI 128.
C. Paint I-TR-FL - Transparent Finish on Wood Floors:
   1. 2 top coats.
   2. Top Coat(s): Polyurethane Varnish, Oil Modified; MPI #56 or 57.
   3. Top Coat Sheen:
      a. Satin: MPI gloss level 4; use this sheen at all locations.

2.04 ACCESSORY MATERIALS
A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
B. Patching Material: Latex filler.
C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION
3.01 EXAMINATION
A. Do not begin application of paints and finishes until substrates have been properly prepared.
B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
D. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION
A. Clean surfaces thoroughly and correct defects prior to application.
B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
C. Remove surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
D. Seal surfaces that might cause bleed through or staining of topcoat.
E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
F. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
G. Ferrous Metal: including Pressed Tin Ceilings
2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer _______. Protect from corrosion until coated.

H. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

I. Wood Surfaces to Receive Transparent Finish: Clean to remove dust and grit. Fill nail holes and cracks; sand lightly between coats. Prime bare surfaces with clear finish conditioner and sealer.

J. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION
A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

F. Sand wood and metal surfaces lightly between coats to achieve required finish.

G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

H. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION
1. Demolish carpet and carry out materials for new carpet tile flooring.
2. Existing wood base to remain, prep and paint.
3. Existing gypsum board to remain, prep and paint.
4. Existing gypsum board and wood base on exterior wall, demolish from floor to 3 feet above floor. Furring on existing masonry to remain. Clean furring space and air dry. Install and finish mold resistant gypsum board. Provide new base to match existing. Prep and paint wall and base to match existing.
6. Relocate movable furniture to temp location on this floor.
19. Demolish existing suspended ceiling grid and ceiling tile.
20. Demolish all flexible ductwork. Demolish duct work insulation and disassemble rigid duct work as needed to clean duct interior. Clean all rigid duct work and reassemble with new duct work as needed.
21. Clean all lighting fixtures and re-lamp all lighting fixtures.
5. Refinish existing hardwood floors.
6. Relocate movable furniture to temp location on this floor.
7. Install wood panel underlayment in prep for new carpet tile flooring.
8. Clean and re-grout existing ceramic mosaic flooring. No work in dense filing.
9. Clean, prep and paint existing plaster walls to match existing.
10. Reset existing 12" x 12" marble tile flooring, assume 50 pieces total will require resetting.
11. Cover and protect existing monumental stair. No refinishing of the stair. Remove protection and clean existing at project completion.
22. Spot prep existing pressed tin ceiling to remove rust spots, prime prepped areas and paint entire ceiling to match existing.
23. Secure pressed tin ceiling to close overlap joints.
24. Repair gypsum board ceiling, prep and paint to match existing.

Legend:
Reference Existing Condition Photo in Project Manual

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Hurricane Florence Repairs
New Hanover County Historic Courthouse
24 North Third St.
Wilmington, NC 28401

Construction Documents
April 5, 2019
1. Relocate movable furniture to temp location on this floor.
2. Install wood panel underlayment in prep for new carpet tile flooring.
3. Cover and protect existing monumental stair. No refinishing of the stair.
4. Remove protection and clean existing at project completion.
5. Cover and protect existing flooring. Remove protection and clean existing at project completion.
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59. Cover and protect existing flooring. Remove protection and clean existing at project completion.
60. Cover and protect existing flooring. Remove protection and clean existing at project completion.
24. Repair gypsum board ceiling, prep and paint to match existing.

25. Cover and protect existing video recording and production equipment, power and data connections and cabling.
26. Existing thermal insulation has been removed. Provide batt insulation installed between all ceiling joist and beam framing. Insulation will lay-in on concealed side of pressed tin ceiling.

Key Notes

Legend

Reference Existing Condition Photo in Project Manual
19. Demolish existing suspended ceiling grid and ceiling tile.
20. Demolish all flexible ductwork. Demolish duct work insulation and disassemble rigid ductwork as needed to clean duct interior. Clean all rigid ductwork, replace all flexible duct.
21. Clean all lighting fixtures and re-lamp all lighting fixtures.

**Key Notes**

- DEMOLISH existing suspended ceiling grid and ceiling tie
- DEMOLISH all flexible ductwork. DEMOLISH duct work insulation and disassemble rigid ductwork as needed to clean duct interior. CLEAN all rigid ductwork, REPLACE all flexible duct.
- CLEAN all lighting fixtures and REPLACE all lighting fixtures.

**Legend**

- Suspended 2x2 acoustical tile ceiling
- Exposed Wall Board
- Sprinkler
- HVAC Diffusers & Returns
- Exit
- Light Fixture

**Dimensions**

- Existing floor framing
- 2x2 wood bulkhead frame
- ACT
- GYP-based
- Existing Window

**Scale**

- 1/2" = 1'-0"
RCP Legend

- Light Fixtures
- Pressed Tin Ceiling
- Exit
- Gypsum Wall Board
- Sprinkler
- HVAC Diffusers & Returns

Level Two Reflected Ceiling Plan

Scale: 3/16" = 1'-0"

A1.6

Key Notes:

1. Spot prep existing pressed tin ceiling to remove rust spots, prime prep areas and paint entire ceiling to match existing.
2. Secure pressed tin ceiling to close overlap joints.
3. Repair gypsum board ceiling, prep and paint to match existing.

22. Spot prep existing pressed tin ceiling to remove rust spots, prime prep areas and paint entire ceiling to match existing.
23. Secure pressed tin ceiling to close overlap joints.
24. Repair gypsum board ceiling, prep and paint to match existing.

Hurricane Florence Repairs
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April 5, 2019

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DETERMINE METAL ROOF EDGE ACCESSORY CLIPS AND CRESTING AT ALTERNATE BID.

METAL ROOFING @ SLATE ROOFING BASE

TYPICAL SLATE ROOF RIDGE ROLL

TYPICAL SLATE to METAL ROOF EDGE

METAL ROOFING HIP

TYPICAL SLATE to METAL ROOF EDGE

DELETE ACCESSORY CLIPS AND CRESTING AT ALTERNATE BID ROOF REPLACEMENT AREA.

ZINC ROOFING, 11/2" SEAM HEIGHT, 12" PAN WIDTH, SEAMS 12" O.C.

CLOSE SEAM END BY FOLDING

ENGAGE EDGE SUPPORT BY FOLDING SHEET PAN UNDER.

ZINC EDGE SUPPORT & CLOSURE CONTINUOUS LAP END JOINTS 4" AND OVERLAP CORNERS.

16 GAUGE GALVANIZED STEEL CLEAT STRIP. CONTINUOUS.

# 12 X 2 1/2" SS SCREWS, 12" OC.

REPLACE EXISTING FULL CUT 1X6 P.T. R.D. PINE, CUT TO FIT EXISTING BEAM, ATTACH WITH #12 X 2 1/2" SS WOOD SCREWS.

EXISTING FULL CUT 1X6 DECK BOARD ADD #12 X 2 1/2" SS SCREWS, 2 PER RAFTER.

CUT , DRILL AND REUSE EXISTING SLATE SHINGLES TOP ROW WEATHER BARRIER, CONTINUOUS UNDER ALL NEW ROOFING.

EXISTING SLATE SHINGLE ROOFING

CUT EXISTING TERN METAL ROOFING TO SAVE TERN METAL EXTENDING BEHIND SHINGLE ROOFING.

NEW ZINC ROOFING SHEET TO SLIDE IN UNDER AND UP SLOPE AS FAR AS POSSIBLE.

NEW ZINC ROOFING, DOUBLE FOLD SEAMS TO CAPTURE ROOFING CLIP.

ROOFING CLIPS. SECURE WITH TWO #12 X 2" SS SCREWS PER CLIP.

SPACE CLIPS ALONG SEAMS AS SHOWN AND AT 24" OC IN FIELD OF ZINC ROOFING AREA.

ZINC RIDGE ROLL

ZINC STRAP CLEAT, 1" WIDE, FOLDED LENGTH WISE FROM 2" WIDE TO PROVIDE DOUBLE THICKNESS.

SPACED 12" OC AND TO FIT SLATE SHINGLE SIDE JOINT LOCATIONS.

#12 X 2 1/2" SS SCREW.

5/16" HOLE DRILLED IN SHINGLE TO ACCEPT SCREW AS NEEDED.

FIELD BEND CLEAT AND POP RIVET, 3/16" SS RIVET.

Weather barrier, continuous under the new roofing.

THIRD FULL CUT WARDEN BOARD SHINGLES 1 1/2" ROLL UNDER AND 1 1/2" ROLL OVER."
EXISTING CONDITION
PHOTO REFERENCE PACKET

New Hanover County
Hurricane Florence Repairs
Historic Courthouse

24 North Third St.
Wilmington, NC 28401

April 5, 2019
BASE BID
1. Demolish carpet and prep concrete for new carpet tile flooring.
2. Existing wood base to remain, prep and paint.
3. Existing gypsum board to remain, prep and paint.
6. Relocate movable furniture to temp location on this floor.
19. Demolish existing suspended ceiling grid and ceiling tile.
21. Clean all lighting fixtures and re-lamp all lighting fixtures.
1. Demolish carpet and prep concrete for new carpet tile flooring.
2. Existing wood base to remain, prep and paint.
3. Existing gypsum board to remain, prep and paint.
6. Relocate movable furniture to temp location on this floor.
19. Demolish existing suspended ceiling grid and ceiling tile.
20. Demolish all flexible ductwork. Demolish duct work insulation and disassemble rigid duct work as needed to clean duct interior. Clean all rigid duct work, replace all flexible duct.
21. Clean all lighting fixtures and re-lamp all lighting fixtures.
1. Demolish carpet and prep concrete for new carpet tile flooring.
2. Existing wood base to remain, prep and paint.
3. Existing gypsum board to remain, prep and paint.
4. Existing gypsum board and wood base on exterior wall, demolish from floor to 3 feet above floor. Furring on existing masonry to remain. Clean furring space and air dry. Install and finish mold resistant gypsum board. Provide new base to match existing. Prep and paint wall and base to match existing.
6. Relocate movable furniture to temp location on this floor.
19. Demolish existing suspended ceiling grid and ceiling tile.
21. Clean all lighting fixtures and re-lamp all lighting fixtures.
1. Demolish carpet and prep concrete for new carpet tile flooring.
2. Existing wood base to remain, prep and paint.
3. Existing gypsum board to remain, prep and paint.
4. Existing gypsum board and wood base on exterior wall, demolish from floor to 3 feet above floor. Furring on existing masonry to remain. Clean furring space and air dry. Install and finish mold resistant gypsum board. Provide new base to match existing. Prep and paint wall and base to match existing.
6. Relocate movable furniture to temp location on this floor.
19. Demolish existing suspended ceiling grid and ceiling tile.
20. Demolish all flexible ductwork. Demolish duct work insulation and disassemble rigid duct work as needed to clean duct interior. Clean all rigid duct work, replace all flexible duct.
21. Clean all lighting fixtures and re-lamp all lighting fixtures.
1. Demolish carpet and prep concrete for new carpet tile flooring.
2. Existing wood base to remain, prep and paint.
3. Existing gypsum board to remain, prep and paint.
4. Existing gypsum board and wood base on exterior wall, demolish from floor to 3 feet above floor. Furring on existing masonry to remain. Clean furring space and air dry. Install and finish mold resistant gypsum board. Provide new base to match existing. Prep and paint wall and base to match existing.
6. Relocate movable furniture to temp location on this floor.
19. Demolish existing suspended ceiling grid and ceiling tile.
20. Demolish all flexible ductwork. Demolish duct work insulation and disassemble rigid duct work as needed to clean duct interior. Clean all rigid duct work, replace all flexible duct.
21. Clean all lighting fixtures and re-lamp all lighting fixtures.
6. Relocate movable furniture to temp location on this floor.
9. Clean, prep and paint existing plaster walls to match existing.
10. Reset existing 12” x 12” marble tile flooring, assume 50 pieces total will require resetting.
11. Cover and protect existing monumental stair. No refinishing of the stair. Remove protection and clean existing at project completion.
22. Spot prep existing pressed tin ceiling to remove rust spots, prime prepped areas and paint entire ceiling to match existing.
24. Repair gypsum board ceiling, prep and paint to match existing.
22. Spot prep existing pressed tin ceiling to remove rust spots, prime prepped areas and paint entire ceiling to match existing.
23. Secure pressed tin ceiling to close overlap joints.
5. Refinish existing hardwood floors.
6. Relocate movable furniture to temp location on this floor.
9. Clean, prep and paint existing plaster walls to match existing.
22. Spot prep existing pressed tin ceiling to remove rust spots, prime prepped areas and paint entire ceiling to match existing.
6. Relocate movable furniture to temp location on this floor.
8. Clean and re-grout existing ceramic mosaic flooring. No work in dense filing.
9. Clean, prep and paint existing plaster walls to match existing.
22. Spot prep existing pressed tin ceiling to remove rust spots, prime prepped areas and paint entire ceiling to match existing.
6. Relocate movable furniture to temp location on this floor.
13. Cover and protect all millwork, finishes and technology on raised platform. No re finishing in this area. Remove protection and clean existing at project completion.
17. Steam clean existing acoustic wall panel fabric surfaces to remove water stains. Top of panels at 16’ AFF; bottom at 8’ AFF. Wall length cover by panels, 66’.
18. Provide new carpet pad and carpet.
22. Spot prep existing pressed tin ceiling to remove rust spots, prime prepped areas and paint entire ceiling to match existing.
27. Secure existing recessed can lights, support in attic above with trim flange flush with pressed tin ceiling. Clean and re-lamp all recessed can lights.
28. Remove water damaged table to refinishing shop off site. 38”x60” top solid wood white oak tables. Strip, wood condition, stain, and refinish.
29. Recondition water damaged base board, wood veneer edge bands and trim. Glue veneer edge band where delaminated, prep and refinish to match existing.
6. Relocate movable furniture to temp location on this floor.
13. Cover and protect all millwork, finishes and technology on raised platform. No re finishing in this area. Remove protection and clean existing at project completion.
17. Steam clean existing acoustic wall panel fabric surfaces to remove water stains. Top of panels at 16’ AFF, bottom at 8’ AFF. Wall length cover by panels, 66’.
18. Provide new carpet pad and carpet.
22. Spot prep existing pressed tin ceiling to remove rust spots, prime prepped areas and paint entire ceiling to match existing.
27. Secure existing recessed can lights, support in attic above with trim flange flush with pressed tin ceiling. Clean and re-lamp all recessed can lights.
6. Relocate movable furniture to temp location on this floor.
7. Install wood panel underlayment in prep for new carpet tile flooring.
15. Demolish existing damaged plaster back to supporting wood or metal lath. Rebuild plaster finish Traditional three step process, to match existing.
16. Prep & paint all walls to match existing.
1. Demolish existing damaged plaster back to supporting wood or metal lath. Rebuild plaster finish. Traditional three step process, to match existing.

24. Repair gypsum board ceiling, prep and paint to match existing.
24. Repair gypsum board ceiling, prep and paint to match existing.
25. Cover and protect existing video recording and production equipment, power and data connections and cabling.
Roof Plan

3)
ALTERNATE BIDS
15. Demolish existing damaged plaster back to supporting wood or metal lath. Rebuild plaster finish. Traditional three step process, to match existing.
Demolish existing damaged plaster back to supporting wood or metal lath. Rebuild plaster finish
Traditional three step process, to match existing.
15. Demolish existing damaged plaster back to supporting wood or metal lath. Rebuild plaster finish Traditional three step process, to match existing.
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   Traditional three step process, to match existing.
15. Demolish existing damaged plaster back to supporting wood or metal lath. Rebuild plaster finish. Traditional three step process, to match existing.