STATE OF NORTH CAROLINA/BUNCOMBE COUNTY SCHOOLS REQUEST FOR PROPOSAL

PROJECT: AVERY'S CREEK STAFF SUPPORT RENOVATION RFP# 02-16

PROJECT DESIGNER: Tim Fierle, Director of Facilities

USING AGENCY: Buncombe County Schools ISSUE DATE: January 15, 2016

Proposals subject to the conditions made a part hereof will be received until **4:00 PM** on **FEBRUARY 17**, **2016** for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

<u>PREBID CONFERENCE:</u> Pre-Bid Meeting will be held on February 3, 2016 at 3:00pm, in the Media Center of Avery's Creek Elementary School, 15 Park South Blvd., Arden, NC 28704. Visitors must check in at the main office.

SEND ALL PROPOSALS DIRECTLY TO THE ADDRESS AS SHOWN BELOW:

Buncombe County Schools, Purchasing Division 175 Bingham Road Asheville, NC 28806

Proposals may be faxed or emailed. Fax 828-251-1730. Email <u>ron.venturella@bcsemail.org</u>. It is the responsibility of the bidder to confirm receipt by calling 828-255-5891.

NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct inquiries concerning this RFP to: Tim Fierle, Facilities Director Phone: 828-255-5916

Ron Venturella, Purchasing Officer Phone: 828-255-5891

THE PROCUREMENT PROCESS

The following is a general description of the process by which a firm will be selected to provide services.

- 1. Request for Proposals (RFP) is issued to prospective contractors.
- 2. A preproposal conference and/or deadline for written questions is five days prior to due date.
- 3. Proposals in one original will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
- 4. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
- 5. At that date and time the proposals from each responding firm will be opened. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position. Informal proposals (less than \$ 300,000) are confidential until such time that award has been made. Thereafter, the purchasing division will furnish bid tabs upon request.
- 6. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
- 7. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.
- 8. Offerors are cautioned that this is a request for offers, not a request to contract, and the State/Buncombe County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the State.

(NOTE: THIS FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION OF PROPOSAL) PROPOSAL FORM

AVERY'S CREEK STAFF SUPPORT RENOVATION

RFP# 02-16 DUE DATE: FEB 17, 2016 by 4:00 PM

By submitting this proposal, the potential contractor certifies the following:

- ** This proposal is signed by an authorized representative of the firm.
- ** It can obtain and submit to the Owner insurance certificates as required within 5 calendar days after notice of award.
- ** The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- ** All labor costs, direct and indirect, have been determined and included in the proposed cost.
- ** All taxes have been determined and included in the proposed cost.
- ** The offeror has attended the conference (*if applicable*) or conducted a site visit and is aware of prevailing conditions associated with performing these services.
- ** The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 45 days (normally less) from the date of the opening, to furnish the subject services for a cost not to exceed:

BASE BID: Selective demolition and renovation work to create two staff toilet rooms, new storage rooms and to renovate existing storage areas at multiple locations in the school.

\$	dollars and/100 \$	
ALTERNATE #1: Provide Pinnad	cle PDC-R10 Electric Hand Dryers in Toilet Rooms H 103 and H 104.	
Add \$	dollars and/100 \$	
OFFEROR:		_
		_
		_
TELEPHONE NUMBER:	FAX:	_
FED ID No:	Type & License #:	_
OFFEROR:		_
E-MAIL:	MBE Status:	•
-	erent from above (See General Information on Submitting Proposals, Ite	
BY: (Signature)	TITLE:	
DATE: (1	yped or printed name)	

END OF PROPOSAL FORM

GENERAL INFORMATION ON SUBMITTING PROPOSALS

- 1. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- 2. **CERTIFICATION:** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
- 3. **ORAL EXPLANATIONS:** The State/Buncombe County Schools shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
- 4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
- 5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
 - In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. It is desirable that all responses meet the following requirements:
- All copies are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non re-usable
 materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued
 materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal and recycling of paper materials.
- 6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the State of North Carolina/Buncombe County Schools will not reimburse any offeror for any costs incurred.
- TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days.
 Although the contract is expected to be awarded prior to that time, the 45 day period is requested to allow for unforeseen delays.
- 8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
- 9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State/Buncombe County Schools, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
- 10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State/Buncombe County Schools when received.
- 11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- 12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
- 13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.

- 14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Buncombe County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
 - The Contractor agrees in particular to maintain open hiring and employment practices and to receive applications for employment in compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to nondiscriminatory hiring and employment practices. Each Prime Contractor shall undertake an affirmative action program to ensure that no person shall be excluded from participation in any employment activities because of age, sex, race, religion, color, national origin or handicap.
- 15. **PROTEST PROCEDURES**: If an offeror wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Purchasing Officer, Buncombe County Schools, 175 Bingham Road, or PO Box 16771, Asheville, NC 28806. This request must be received by the Purchasing Division within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Contract status and award notices are available through the purchasing division or the project designer with contact information as shown on the first page of this solicitation. Offeror's may call to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
- 16. TABULATIONS: Offeror's may call the purchasing division to obtain a verbal status of contract award.
- 17. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on the Internet web site: http://www.state.nc.us/pandc/.
- 18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

- GOVERNING LAW: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
- 2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to is validity, construction, interpretation and enforcement shall be determined
- 3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
- 4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
- 5. SUBCONTRACTING: Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Agency's Contract Administrator/Project Designer. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
- 6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the Agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

 In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any expose cost according thereby. The State reserves the right to require performance bond or other accordable.

for any excess cost occasioned thereby. The State reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to the State.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 7. **TERMINATION:** The Agency may terminate this agreement at any time by *15 days* notice in writing from the Agency to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
- 8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Agency for the purpose set forth in this agreement.
- CONFIDENTIALITY: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency.
- 10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
- 11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- 12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
- 13. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s). In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
- 14. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements (permits) that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 15. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
- 16. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
 - c. Automobile Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$100.000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from

companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to the Buncombe County Board of Education. Owner's Protective insurance must list the Buncombe County Board of Education as a "Named Insured" as it's interest may appear. Owner's approval of Certificate of Insurance does not decrease or relieve the contractor's responsibility for maintaining insurance coverage as required in this Request for Proposal.

- 17. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency, or the name of the State of North Carolina as part of any commercial advertising.
- 18. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 19. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Contractor.
- 20. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- 21. **GENERAL INDEMNITY:** The contractor shall hold and save the State/Buncombe County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State/Buncombe County Schools has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

CONTRACTOR'S SALES TAX REPORT

Buncombe County Schools

NC	State	and	Local	Sales	Taxes	Paid
110	Otato	ullu	Locui	Ouics	IUACS	i uiu

CONTRACTOR			P	PO#/RFP#	
Address: _			F	or Period:	
Invoice Date	Invoice #	Type of Property	NC Tax 4.75%	County Tax 2.25%	Name of County
		TOTAL	\$	\$	
were used to pequipment whithe best of my	perform this controlled the controll	ract and only inc ime a part of or information prov	cludes those bui annexed to the	lding materials, su	nd equipment which upplies, fixtures and ure. I certify that, to mplete.
				Signed	
	Notary Public				
My Commissi Expires:	on 		Print or T	ype Name of Abo	ve & Title
Seal			TE: is certified state	ment may he suhi	ect to audit

The North Carolina General Assembly has amended the Statute to provide refunds of sales and use tax to local school units in accordance with the provisions of G.S. 105-164. 14(c) effective with tax paid on or after July 1, 1998.

These refunds are to include the "sales and use taxes paid by contractors on building materials, supplies, fixtures and equipment that become a part of or annexed to a building or structure that is owned or leased by the governmental entity and is being erected, altered or repaired for use by the governmental entity (G.S. 105-164.14)."

Sales and Use Tax Technical Bulletin Section 18-2F specifies: "To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies. fixtures and equipment by its contractor, the claimant must secure from such contractor certified statements setting forth all of the following information:

- a. the date the property was purchased;
- b. the type of property purchased:
- c. the project for which the property was used:
- d. if the property was purchased in this State, the county in which it was purchased;
- e. if the property was not purchased in this State, the county in which the property was used; and
- f. the amount of sales and use taxes paid.

In the event the contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of sales and use tax paid thereon by the contractor. Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant. Any local sales or use taxes must be shown separately from the State sales or use taxes. The contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by G.S. 105-164.14(c). Examples of property on which sales or use tax has been paid by the contractor and which shall not be included in the contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, repair parts and equipment rentals.

Please read entire specification package. You will be held accountable for all information. NO payment shall be made if specifications are not followed.

Scope: Work shall consist of furnishing all labor, materials, equipment and services, incidental for the completion of work as described herein. All items not specifically mentioned in the specifications, but which obviously are required to make the job complete, shall be included automatically.

Qualifications: All bidders must furnish a list of North Carolina Contractor Licenses, which they hold.

Contractor's Responsibility: The Contractor shall be responsible for the construction site during the performance of the work. The Contractor shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal state and local laws, building rules, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work site. This is to include OSHA 1910, General Construction, or those regulations mandated by these specifications. Special attention will be made to proper barricading of the work areas due to the work progressing within an actively operating office atmosphere.

Safety Regulations: The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register) which is hereby incorporated in these specifications.

Codes: All work shall be done in accordance with the specifications and shall comply with North Carolina Building Code, Underwriters' Rules and Regulations and Federal, State and Local Regulations covering work of this nature. Whenever drawings or specifications are in excess of such laws, codes and regulations, the specifications shall hold. All equipment shall have U. L. labels attached.

Permits: The Contractor must secure all permits required for the job completion, obtain and deliver to Owner, all certification of inspection issued by the authorities having jurisdiction, with Contractor paying cost of same. **All final certificates must be delivered to owner prior to request for final payment.**

Workers on Job: All employees of the Contractor shall, while on Buncombe County Board of Education property, act in a professional and courteous manner. All workers shall be expected to wear long pants and shirts while on Board property. Also, all employees of the Contractor must "sign in" in the main office upon entering the facility and must "sign out" upon leaving the property. Any employee of the Contractor may be told to leave the property by either the Principal or the Assistant Director, if they do not follow the above procedure. The employee shall be replaced with another at no additional cost to the Buncombe County Board of Education.

In accordance with G.S. 14-208.18, all persons who (1) are required to register under the Sex Offender and Public Protection Program AND (2) have been convicted of certain sexually violent offenses or any offense where the victim was under the age of 16 years at the time of the offense are expressly forbidden to knowingly be present on any property owned or operated by the school system, including school buildings, athletic fields, playgrounds, parking lots, school buses, activity buses or other property of any kind for any reason, including attendance at sporting events or other school related functions, whether before, during or after school hours. It is the responsibility of the contractor or vendor that their employees and sub-contractors are in accordance with G.S. 14-208.18.

E-Verify: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with

N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

Equipment and Tools: The Contractor shall use no equipment or tools that are owned by the Buncombe County Board of Education. Also, no employees of the Buncombe County Board of Education shall be utilized by the Contractor except for opening locked doors and giving directions.

Materials: No materials shall be stored on site and the Buncombe County Board of Education is not responsible for any materials, equipment or tools lost or stolen from the site.

Clean Up: The area of work shall be cleaned daily so that the Buncombe County Board of Education shall not incur any additional costs to make the area suitable for the work process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the Buncombe County Board of Education. All trash and removed materials shall be properly disposed of off the property.

Performance of Work: All work shall be performed at the highest level of quality. The Owner shall be responsible for determining the quality of work, and may notify the Contractor of same. **ANY WORK COMPLETED THAT IS NOT SUITABLE TO THE OWNER SHALL BE REPEATED BY THE CONTRACTOR AT NO COST TO THE OWNER.** Any damage to existing area or utilities will be the responsibility of the Contractor. **NO EXCEPTIONS**.

Project Description: The project is located at the existing Avery's Creek Elementary School site at 15 Park South Boulevard, Arden NC off Brevard Road. The project consists of minor renovations to a 67,000 sf elementary school built in the mid-1990's. The square footage of the renovation areas total 861 sf. The work includes selective demolition and renovation work to create two staff toilet rooms, new storage rooms and to renovate existing storage areas at multiple locations in the school.

Testing of potential asbestos containing materials in the work areas resulted in no asbestos detected, the October 7, 2015 report from CEI Labs is included in the project manual. The work includes trenching and patching of the floor slab to connect to the existing sewer line, installing a retrofit lintel at a new door opening, plumbing, ventilation, electrical, fire alarm system appliances, lighting, fixtures, metal stud framing, doors, frames, hardware, finishes, accessories and specialty equipment as shown on the attached drawings.

Temporary barriers are to be provided as required to separate areas of work from the remainder of the building where school will continue to operate. The areas of work are primarily storage areas and janitor closets that are not regularly occupied. It is anticipated that demolition should occur during spring break, March 25 through April 3, 2016. Renovation work can occur during the school day 8 am to 3 pm, if it doesn't disrupt instruction or cause a health or safety concern. ie demolition that is noisy or dusty would definitely not be tolerable. The school principal will determine if work is acceptable or disruptive during school hours. Disruptive construction activities should be performed before and after the school day, on teacher workdays, school holidays and breaks as coordinated with the school administration. No renovation work should occur during end of grade testing which occurs in May, the exact testing dates have not yet been scheduled. After the last day of school, June 2, 2016, disruptive construction activities can be performed at any time of day as coordinated with the school administration. Please note all school calendar dates are subject to change due to inclement weather make-up days.

Anticipated start and completion dates for construction:

March 15, 2016 through July 13, 2016

Contract Duration: 120 days

Allowances: None Unit prices: None

Alternates: Alternate1: Owner Preferred Alternate. Provide Pinnacle PDC-R10 Electric Hand Dryers in Toilet Rooms H 103 and H 104 as shown on 2/A1.0 and A2.0 Toilet Accessory Schedule. In Base Bid provide electric hand dryer (EHD-1) from any of the three manufacturers noted on A2.0 Toilet Accessory Schedule.

Liquidated Damages: \$150.00 per day

Bonds: Bonds are not required for this project.

Drawings: 8 pages of drawings are included as a separate attachment. Please contact Buncombe County Schools Purchasing at 828-255-5891 if the drawings are not included.

The Buncombe County Board of Education reserves the right to reject any or all bids for any or no reason, and to waive informalities.

SECTION 08 7100

DOOR HARDWARE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Installation of all electrified and mechanical door hardware items is described and required to be provided in other related Sections of these Specifications.

Hardware supplier <u>must</u> be an authorized, direct factory distributor of all door hardware and access control products specified herein to insure compliance and service of these products.

C. <u>Unless otherwise approved by the Architect / Engineer</u>, furnish all door hardware items as described in the door hardware schedule.

1.02 SUMMARY

- A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.
- B. This Section includes the following:
 - 1. Butt Hinges
 - 2. Cylinders and Keys
 - 3. Mortise Latchsets and Locksets
 - 4. Door Closers
 - 5. Automatic Flush Bolts
 - 6. Door Coordinators
 - Kick Plates
 - 8. Self-Adhesive Gasketing
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 05 Metal Fabrications
 - 2. Division 06 Rough Carpentry
 - 3. Division 07 Joint Sealers
 - 4. Division 08 Hollow Metal Doors And Frames
 - 5. Division 08 Flush Wood Doors
 - 6. Hardware specified under other Sections is excluded from this Section.

1.03 REFERENCES

- A. Standards of the following as referenced:
 - 1. 2010 ADA Standards for Accessible Design
 - 2. American National Standards Institute, Inc. (ANSI)
 - 3. Door and Hardware Institute (DHI)
 - 4. International Building Code (2009 Edition)
 - 5. International Code Council Electrical Code (2008 Edition)
 - 6. Intertek Testing Services Warnock Hersey (ITS-WH)
 - 7. Life Safety Code (NFPA 101, 2006 Edition)

- 8. National Electrical Code (NFPA 70, 2008 Edition)
- 9. North Carolina State Building Code (2012 Edition)
- 10. Standard for Fire Doors and Other Opening Protectives (NFPA 80, 2007 Edition)
- 11. Underwriter's Laboratories, Inc. (UL)
- B. Regulatory standards of the following as referenced:
 - Department of Justice, Office of the Attorney General, Americans with Disabilities Act, Public Law 101-336 (ADA)
 - 2. ICC/ANSI A117.1: Accessible and Usable Buildings and Facilities, 2003 Edition.

1.04 SYSTEM DESCRIPTION

A. Refer to applicable headings for system description for electric hardware products.

1.05 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 01 Submittal Procedures; for submittal procedures.
- B. Product data including manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements <u>Clearly highlight each submitted item and data applicable to this project on manufacturer's cut sheets</u>. <u>Arrange cut sheets in an order in which each item appears in the hardware sets</u>.
- C. Door hardware schedule coordinated with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - Door Hardware Schedule Content: Based on hardware indicated, organize schedule into vertical format "hardware sets" indicating complete designations of every item required for each door or opening. Use specification Set Numbers with any variations suffixed with A, B, etc.. <u>Do not deviate or rename from originally specified Set Numbers</u>. Include the following information:
 - a. Type, style, function, size, and finish of each hardware item.
 - b. Name and manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of each hardware set cross referenced to indications on drawings both on floor plans and in door and frame schedule.
 - e. Explanation of all abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for hardware.
 - g. Door and frame sizes and materials.
 - h. Keying information.
 - i. Provide a complete and detailed system of operating and elevation diagrams specifically developed for each opening requiring electrified hardware, except openings where only electromagnetic door holders and/or door position switches are specified. Provide these diagrams with the hardware schedule submittals, for approval. The following shall be included:
 - (1) Point-To-Point wiring diagram.
 - (2) Elevation of each door.
 - (3) Description of each electrified door hardware function, including location, sequence of operation, and interface with other building control systems.
 - j. Cross reference numbers used within schedule deviating from those specified.
 - (1) Column 1: State specified item and manufacturer.
 - (2) Column 2: State prior approved substituted item and its manufacturer.

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- 2. Submittal Sequence: Submit schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work (e.g.: hollow metal frames) which is critical in the Project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by door hardware, and other information essential to the coordinated review of hardware schedule.
- 3. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.
- D. Samples of each type of exposed hardware unit in finish indicated and tagged with full description for coordination with schedule. Submit samples prior to submission of final hardware schedule.
 - Samples will be returned to the supplier. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated in the work, within limitations of keying coordination requirements.
- E. Templates for doors, frames, and other work specified to be factory prepared for the installation of door hardware. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
 - This is a requirement of the door hardware supplier to furnish all templates of each required door hardware item to the suppliers of the hollow metal doors and frames. No templates shall be sent until all door hardware items have been approved.
- F. Contract closeout submittals: At the completion of this project, furnish to the Owner two (2) copies of an Owner's Operation and Maintenance Manual. This manual shall consist of a labeled, hardcover, three-ring binder with the following technical information.
 - 1. Maintenance instructions for each door hardware item.
 - 2. Manufacturers' catalog cut-sheets for each of their respective products.
 - 3. Parts list for each of the manufacturers' respective products.
 - 4. Final "Approved" Door Hardware Schedule.
 - 5. Final "Approved" Keying Schedule.
 - 6. Warranty: Completed and executed warranty forms.

1.06 QUALITY ASSURANCE

- A. General Contractor's Investigation: Prior to Contract Execution, the General Contractor shall have thoroughly investigated the entities such as employees, consultants, sub-contractors, manufacturers, suppliers, etc., and other entities that will be performing work or supplying materials, products, equipment, or systems for this project, to ensure that they comply with all of the qualifications and requirements mentioned or implied in the Contract Documents. If it is later determined that any of the previously mentioned entities do not comply with the qualifications and requirements specified in the Contract Documents, the General Contractor will be required to replace that entity with a qualified entity at no increase in Contract Sum or Contract Time.
- B. Single Source Responsibility: Obtain each type of hardware (latch and lock sets, hinges, closers, security equipment, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.

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- C. Qualifications of Supplier: A recognized architectural door hardware supplier, with warehousing facilities, who has been furnishing hardware and installation in the Project's vicinity for a period of not less than 4 years. The supplier shall be, or shall employ, a certified Architectural Hardware Consultant (AHC) and Security Consultant who is available, at reasonable times during the course of the work, for consultation about the Project's hardware requirements, to the Owner, Architect, and Contractor. A certified Architectural Hardware Consultant (AHC) and Security Consultant shall prepare all hardware and access control schedules. Supplier shall be responsible for proper coordination of all finish hardware items and access control items with related sections, to insure compatibility of products.
 - Hardware supplier <u>must</u> be an authorized, direct factory distributor of all door hardware and access control products specified herein to insure compliance and service of these products.
 - 2. Require supplier to meet with Owner to finalize keying requirements and to obtain final instructions in writing.
- D. Qualifications of Installer: The hardware installer shall have documented experience in the installation of hardware of similar quantities and types as required for this project. The installer's qualifications shall be submitted to the architect, in writing, for approval by the architect before any work shall commence.
- E. Fire-Rated Openings: Furnish door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of the Authorities Having Jurisdiction. Furnish only items, of door hardware, that are listed and are identical to products tested by UL, ITS-WH, FM, or other testing and inspecting organization acceptable to the Authorities Having Jurisdiction, for use on types and sizes of doors indicated, in compliance with the requirements of fire-rated door and door frame labels.
 - Project requires door assemblies and components that are compliant with positive pressure and S Label requirements. Specifications must be cross-referenced and coordinated with door and frame manufacturers to ensure that total door opening engineering is compatible with UL10C Standard for Positive Pressure Fire Tests of Door Assemblies.
- F. Product Qualifications: Manufacturers names and numbers are used to indicate the standards of design and quality. Submittals should include a sheet listing grade of item, duty rating (if applicable) and finish.
- G. Substitutions: All substitution requests are required to be submitted prior to the bid date and complying with the procedures and time frame as outlined in Division 01, General Requirements. Approval of submitted products is at the discretion of the architect and his hardware consultant.
- H. General Contractor, hardware distributor, and installers shall count, coordinate, and store all door hardware items herein, verifying complete counts of all items scheduled and furnished. Manufacturers' and Owner's representatives will inspect the installation of the door hardware items during that phase of construction. Any deficiencies in installation of all materials included herein shall be corrected before installation continues.
- I. At the project's completion, the Owner's Representative shall accompany the Architect and General Contractor during the door hardware items punch list phase of the project close-out, insuring the Owner's Representative is familiar with all applications and systems, as installed. Refer to additional requirements under 3.0 EXECUTION.
- J. Pre-Installation Meeting: Prior to door hardware installation, the General Contractor / Construction Manager shall request a hardware installation meeting to be held at the project's location. This meeting shall convene no later than one month prior to the hardware's installation.

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The types of hardware this meeting shall include are: locksets, exit devices, and door closers. The manufacturer's representatives of the above listed products, in conjunction with the hardware supplier for this project, shall conduct the installation training. All hardware installers shall be required to attend this meeting to receive certificate of authorized training. This meeting shall serve as door openings coordination and review of all shop drawings from related trades prior to the hardware installation.

The Hardware Supplier shall include any related meeting costs in their proposal.

1.07 PRODUCT HANDLING

- A. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Packaging of door hardware is the responsibility of the supplier. As material is received by the hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set numbers to match the set numbers of the approved hardware schedule. Two or more identical sets may be packed in the same container.
- C. The door hardware supplier shall deliver all individually packaged hardware items promptly to the place of installation (Shop or Project Site); direct factory shipments are not acceptable unless agreed upon beforehand. Hardware supplier shall coordinate delivery times and schedules with the contractor.
- D. Inventory door hardware jointly with the General Contractor, representatives of the hardware supplier, and the hardware installer, until each is satisfied that the count is correct.
- E. At the time of the hardware delivery, the door hardware supplier in conjunction with the contractor shall verify and check in all hardware items. The contractor must report all shortages (discrepancies with shipping documents) within five (5) working days.
- F. The General Contractor shall provide a secure lock-up for the door hardware and security equipment delivered to the Project, but not yet installed. Control handling and installation of the hardware items that are not immediately replaceable, so that completion of the work will not be delayed by hardware losses, both before and after installation.

1.08 WARRANTY

- A. All materials must be warranted against defects in workmanship and materials for a period of one (1) year from date of acceptance of this project, <u>unless otherwise noted</u>. Any evidence of misuse or abuse voids all warranties. These warranties shall be each manufacturer's <u>standard written warranty</u>.
- B. Special Warranties:
 - 1. Mortise Latchsets and Locksets: Three (3) Year Period.
 - 2. Door Closers: Thirty (30) Year Period.
 - 3. Self-Adhesive Gasketing: Three (3) Year Period.
- C. Any manufacturer whose <u>standard written warranty</u> does not equal or exceed the requirements listed above must provide a letter stating that they will extend their warranty to comply with the requirements of this specification.
- D. All of the manufacturer's fasteners and attachments supplied with each hardware item must be installed to maintain the manufacturer's fire listing and/or warranty.
- E. Refer to Division 01 Closeout Procedures; for additional warranty requirements.

1.09 MAINTENANCE

- A. Maintenance Tools and Instructions: The General Contractor shall furnish a complete set of specialized tools and maintenance instructions as needed for the Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- Parts Kits: Furnish manufacturers' standard parts kits for locksets, exit devices, and door closers.

PART 2 - PRODUCTS

2.01 MANUFACTURED UNITS

A. BUTT HINGES

- 1. Acceptable Manufacturers:
 - a. Bommer Industries, Inc. BB5000 / BB5004.
 - b. IVES; Division of Allegion, PLC (IVE) 5BB1 / 5BB1HW.
 - c. Stanley Hardware; A Division of Stanley Security Solutions, Inc. FBB168 / FBB179.

2. Characteristics:

- a. Tested to be in accordance with ANSI / BHMA A156.1.
- b. Type: Five (5) knuckle, full mortise, ball bearing.
- c. Templates: Furnish only template-produced units.
- d. Fasteners: Furnish Phillips flat-head screws complying with the following requirements.
 - (1) For metal doors and frames, install machine screws into drilled and tapped holes.
 - (2) For wood doors and frames, install threaded-to-the-head wood screws.
 - (3) For fire-rated wood doors, install #12 x 1-1/4 inch, threaded-to-the-head steel wood screws.
 - (4) Finish screw heads to match surface of hinges or pivots.
- e. Hinge Pins: Except as otherwise indicated, furnish hinge pins as follows:
 - (1) Out-Swing Exterior Doors: Non-removable pins.
 - (2) Out-Swing Interior Doors: Non-rising pins with Non-removable pins.
 - (3) In-Swing Exterior / Interior Doors: Non-rising pins.
 - (4) Tips: Flat button and matching plug. Finished to match leaves.
- f. Size: Size hinges in accordance with the specified manufacturer's published recommendations.
- g. Quantity: Furnish one pair of hinges for all doors up to 5'-0" high. Furnish one additional hinge for each additional 2-1/2 feet or fraction thereof.

B. CYLINDERS AND KEYS

- 1. Acceptable Manufacturers:
 - a. Schlage Lock Company, LLC; Division of Allegion, PLC (SCH).

Buncombe County Schools' Standard (Substitutions Shall Not Be Acceptable)

Characteristics:

- a. Tested to be in accordance with ANSI / BHMA A156.28.
- b. Key System: Furnish all locksets keyed into Buncombe County Schools' existing Schlage Everest[®] D restricted key section, for this project.
- c. Equip all cylinders and locksets with, a minimum of, 6-pin, conventional core, tumbler cylinders.
- d. Furnish cylinders and locksets with a "construction masterkey" feature for the duration of the time of construction that permits voiding of the construction master keys without the cylinder's removal. Remove this "construction masterkey" feature Only when directed by Architect and / or Owner.

- Metals: Construct lock cylinder parts from brass or bronze, stainless steel, or nickel
- f. Comply with Owner's instructions for keying requirements and, except as otherwise indicated, furnish individual change keys for each lock that is not designated to be keyed alike with a group of related locks.
 - Permanently inscribe each key with number of lock that identifies cylinder manufacturer's key symbol, and notation, "DO NOT DUPLICATE".
- A keying meeting between Owner and a representative of successful door hardware distributor shall be arranged subsequent to return of Approved Door Hardware Schedule. A keying schedule will be established by door hardware distributor's representative and submitted to Owner, for approval. After Owner's review, keying schedule shall be returned to distributor's representative such that the cylinders and keys can be prepared on a timely basis.
- Key Material: Furnish keys of nickel silver only. h.
- Key Quantities: Furnish the following quantities of keys for the entire project.
 - Five (5) Each (1)
- Construction Master Keys
- Zero (0) Each (2)
- Great Grand Master Keys
- (3)Zero (0) Each
- Zero (0) Each Grand Master Keys
- (4) Five (5) Each (5)
- Master Keys (For Each Area)
- Emergency Keys
- Three (3) Each Change Keys (6)
 - (For Each Keyed Door Opening)

MORTISE LATCHSETS AND LOCKSETS

- 1. Acceptable Manufacturers:
 - Sargent Manufacturing Company; An ASSA ABLOY Group company -8200 Series x "LNJ" Lever Design.
 - Schlage Lock Company, LLC; Division of Allegion, PLC (SCH) L Series x "03A" Lever Design.

2. Characteristics:

- Conforms to and/or exceeds all ANSI / BHMA A156.13, Series 1000, Grade 1 Operational, Grade 2 Security. ANSI / ASTM F476-84 Grade 30, U.L. Listed. Conform to and/or exceed 800,000 cycle ANSI Grade 1 requirements.
- Latchsets and locksets shall have all functions available in a one size case, fabricated from heavy wrought steel, zinc dichromate plated for corrosion resistance and lubricity of internal parts. Cases shall be closed on all sides to protect internal parts.
- The handing of all latchsets and locksets shall be reversible without the disassembly of the lockcase.
- Latchsets and locksets shall have adjustable, beveled and armored fronts, with d. standard 2-3/4" (70mm) backsets, with full 3/4" (19mm) throw two or three-piece mechanical stainless steel anti-friction latchbolts, one-piece stainless steel 1" throw deadbolts, and stainless steel auxiliary bolts.
- All latchsets and locksets with latchbolts, regardless of trim design, shall be listed by e. Underwriters Laboratories for 3-hour fire rated and lesser classified doors.
- Lock trim (knobs, levers, sectional or escutcheon) shall be throughbolted through the f. lockcase to assure correct alignment and proper operation.
- Latchsets and locksets shall be furnished with replaceable breakaway spindles, g. designed to resist excessive force from vandalism, preventing damage to lever trim and internal lock case components.
- When outside lever handle is locked, lever shall rotate freely and shall return to its horizontal position when released. The locked outside lever handle shall freely rotate up and down while remaining securely locked.
- Lever handles shall be one-piece, solid, brass, bronze, or stainless steel. i.
- Armor fronts, escutcheons, and roses shall be fabricated from brass, bronze, or j. stainless steel.

- k. Strikes shall be 16 gauge, curved, brass, bronze or stainless steel, with 1" deep strike boxes, and furnished with lips of sufficient lengths to clear trim and protect clothing.
- I. Furnish "Knurled" or "Tactile" outside levers; as indicated in Door Hardware Sets.

D. DOOR CLOSERS

- Acceptable Manufacturers:
 - a. Corbin Russwin, Inc.; An ASSA ABLOY Group company DC8000 Series.
 - b. LCN; Division of Allegion, PLC (LCN) 4010 / 4110 Series.
 - Sargent Manufacturing Company; An ASSA ABLOY Group company -281 Series.

2. Characteristics:

- Door closers shall have fully hydraulic, full rack and pinion action with a high strength cast iron cylinder; which have been tested and certified under ANSI Standard A156.4, Grade 1.
- b. Hydraulic fluid shall be of an all weather type, requiring no seasonal closer adjustment.
- c. Spring power shall be continuously adjustable over the full range of closer sizes, and allowing for reduced opening force for the physically handicapped. Hydraulic regulations shall be by tamper-proof, non-critical valves. Closers shall have separate adjustment for latch speed, general speed and back check.
- d. All closers shall have solid forged steel main arms (and forearms for parallel arm closers) and where specified shall have a spring loaded stop in the soffit shoe; as indicated in Door Hardware Sets. Where door travel on out-swing doors must be limited, use spring loaded stop in the soffit shoe type closers. Auxiliary stops are not required when spring loaded stop in the soffit shoe type closers are used.
- e. Closers shall have non-metallic full, plastic, covers, which provides complete enclosure.
- f. Closers shall be certified to exceed Ten Million (10,000,000) full load cycles by a recognized independent testing laboratory. All closers shall be of one manufacturer and shall maintain the manufacturer's thirty (30) year warranty.
- g. Access-Free Manual Closers: Where manual closers are indicated for doors required to be accessible to the physically handicapped, furnish adjustable units complying with ADA and ANSI A117.1 provisions for door opening force.
- h. Closers shall be attached utilizing through bolts with wood and machine screws.
- i. Closers to be installed to allow door swing as shown on plans. Doors swinging into exit corridors shall provide for corridor clear width as required by code. Where possible, mount closers inside rooms.
- j. Powder coating finish to be certified to exceed 100 hours salt spray testing by ETL, an independent testing laboratory used by BHMA for ANSI certification.

Lacguer or painted finish on metal components shall not be acceptable.

k. Where indicated in Door Hardware Sets, door closers shall be furnished with a Special Rust Inhibitor Pre-Treatment, Advanced Variable Backcheck feature, and/or an Adjustable Delayed Action Closing feature, to delay the closing up to one (1) minute from the maximum opening to approximately 75 degrees.

E. AUTOMATIC FLUSH BOLTS

- 1. Acceptable Manufacturers:
 - a. Burns Manufacturing, Inc. 7842 / 545.
 - b. IVES: Division of Allegion, PLC (IVE) FB31P / DP2.
 - c. Triangle Brass Manufacturing Company, Inc. 3810 / 3910.

[&]quot;Abrasive" outside levers shall not be acceptable.

Characteristics:

- a. Tested to be in accordance with ANSI / BHMA A156.3, Type 25.
- b. Flush bolts shall be fully automatic. Inactive door is latched when active door closes, bolts retract when active door is opened.
- c. Flush bolts shall have a 3/4" bolt throw.
- d. Flush bolts shall be U.L. Listed for installation on fire-labeled door openings.
- e. Furnish dust proof strikes, for indicated flush bolts, with a spring loaded plunger which will return to floor or threshold anytime flush bolt is retracted. Dust proof strikes shall be installed in floors or thresholds, as indicated in Door Hardware Sets.

F. DOOR COORDINATORS

1. Acceptable Manufacturers:

- Burns Manufacturing, Inc. 7600 Series x 72AB / 72C Mounting Brackets.
- b. IVES; Division of Allegion, PLC (IVE) COR Series x MB1F / MB2F / MB3F Mounting Brackets.
- c. Triangle Brass Manufacturing Company, Inc. 3094 Series x 3095 / 3096 Mounting Brackets.

Characteristics:

- a. Tested to be in accordance with ANSI / BHMA A156.3, Type 21.
- b. Door coordinators shall be stop mounted, non-handed, fully automatic, and designed for sequential closing of pairs of doors with or without an astragal.
- c. Coordinators shall be designed to prevent "active" door leaf from closing prior to "inactive" door leaf closing, by means of a lever and trigger mechanism.
- d. Door coordinators shall have a safety release mechanism, which will allow the "active" door leaf to close first, if put under extreme pressure, preventing damage to the door, hinges, or coordinator.
- e. Coordinator channel shall be 1-5/8" wide x 5/8" high aluminum, with variable lengths suitable to the door opening size.
- f. Filler bars shall be used in conjunction with door coordinators to cover the entire length of the door opening's stop.
- g. Mounting brackets shall be used in conjunction with door coordinators to allow stop mounted hardware to be properly installed without damaging the door coordinators, such as parallel arm door closers or surface mounted vertical rod exit device strikes.
- n. Coordinators shall be U.L. Listed for installation on fire-labeled door openings.

G. KICK PLATES

1. Acceptable Manufacturers:

- a. Burns Manufacturing, Inc. KP50 Series.
- b. IVES; Division of Allegion, PLC (IVE) 8400 Series.
- c. Triangle Brass Manufacturing Company, Inc. KO050 Series.

2. Characteristics:

- a. Tested to be in accordance with ANSI / BHMA A156.6, Grade 1.
- b. All kick plates shall be US18 gauge (.050") thick of stainless steel material.
- Fabricate kick plates not more than 1-1/2 inches less than door widths on "Push" side.
- d. Heights:
 - (1) Kick Plates shall be 10 inches in height.
- e. Bevel all four (4) edges.
- f. Fabricate kick plates with countersunk screw holes.
- g. Furnish kick plates with #6 x 5/8" truss head, stainless steel, sheet metal screws.

H. SELF-ADHESIVE GASKETING

- Acceptable Manufacturers:
 - a. National Guard Products, Inc..

- b. Reese Enterprises, Inc..
- c. Zero International, Inc.; Division of Allegion, PLC (ZER).

Characteristics:

- a. Self-Adhesive Gasketing shall conform to ANSI / BHMA A156.22 for Door Gasketing Systems, as well as, ASTM E283-1984.
- b. Seals shall be furnished in a compression bulb type, extruded from high grade silicone, with pressure sensitive, double backed, self-adhesive.
- c. Seals shall be classified by UL.

2.02 MATERIALS AND FABRICATION

- A. Manufacturer's Name Plate: Do not use manufacturers' products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise acceptable to Architect.
 - 1. Manufacturer's identification will be permitted on rim of lock cylinders only.
- B. Base Metals: Produce hardware units of basic metal and forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units by applicable ANSI / BHMA A156 series standards for each type of hardware item and with ANSI / BHMA A156.18 for finish designations indicated. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.
- C. Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
 - 1. Do not provide hardware that has been prepared for self-tapping sheet metal screws, except as specifically indicated.
 - Provide screws for installation with each hardware item. Provide Phillips flat-head screws
 except as otherwise indicated. Finish exposed (exposed under any condition) screws to
 match hardware finish or, if exposed in surfaces of other work, to match finish of this other
 work as closely as possible, including "prepared for paint" surfaces to receive painted
 finish.
 - 3. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of adequately fastening the hardware. Coordinate with wood doors and metal doors and frames where thru-bolts are used as a means of reinforcing the work, provide sleeves for each thru-bolt or use sex screw fasteners.

2.03 HARDWARE FINISHES

- A. Match items to the manufacturer's standard color and texture finish for the latch and lock sets (or push-pull units if no latch of lock sets).
- B. Provide finishes that match those established by ANSI or, if none established, match the Architect's sample.
- C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with the manufacturer's standards, but in no case less than specified by the referenced standards, for the applicable units of hardware.

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DOOR HARDWARE

D. The designations used to indicate hardware finishes are those listed in ANSI / BHMA A156.18, "Materials and Finishes", including coordination with the traditional U.S. finishes, shown by certain manufacturers for their products.

1.	Butt Hinges	US26D (652) Satin Chromium
2.	Mortise Latchsets and Locksets	US26D (626) Satin Chromium
3.	Door Closers	AL (689) Powder Coated Aluminum
4.	Automatic Flush Bolts	US32D (630) Satin Stainless Steel
5.	Dust Proof Strikes	US26D (626) Satin Chromium
6.	Door Coordinators	US28 (628) Satin Aluminum, Clear Anodized
7.	Coordinator Mounting Brackets	SP28 (689) Lacquer Sprayed Aluminum
8.	Kick Plates	US32D (630) Satin Stainless Steel
9.	Self-Adhesive Gasketing	Clear Clear (Silicone)

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Mount hardware units at heights indicated in the following applicable publications, except as specifically indicated or required to comply with governing regulations and, except as otherwise indicated, by the Architect.
 - "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute.
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation or application of surface protection with finishing work specified in the Division 9 Sections. Do not install surface-mounted items until finishes have been completed on the substrates involved.
- C. Sets units level, plumb, and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Where scheduled, door pulls shall be through-bolted with bolt heads concealed behind push plates.
- E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- F. Set thresholds, for exterior and interior doors, in a full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements specified in Division 7 Joint Sealers.
- G. Weatherstripping and Seals: Comply with manufacturer's instructions and recommendations to the extent installation requirements are not otherwise indicated.
- H. The hardware installer shall be responsible for installation of all mechanical and electromechanical hardware items contained within this specification, in accordance with the manufacturer's technical installation guidance, and in addition to all applicable code requirements.

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DOOR HARDWARE

3.02 ADJUSTING, CLEANING, AND DEMONSTRATING

- A. Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.
 - 1. Where door hardware is installed more than one month prior to acceptance or occupancy of a space or area, the hardware installers shall return to the installation during the week prior to acceptance or occupancy and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Door Hardware Supplier's Field Service:
 - 1. Instruct Owner's Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.
- D. Architect's Hardware Consultant's Field Service:
 - 1. Inspect door hardware items for correct installation and adjustment after complete installation of the door hardware.
 - 2. File a written report of this inspection directly to the Architect.
- E. Continued Maintenance Service: Approximately six (6) months after the acceptance of hardware in each area, the Installer shall return to the project and re-adjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of any current or predictable problems (of substantial nature) in the performance of the hardware and furnish copy to the Owner's Agent / Representative.

3.03 HARDWARE SCHEDULE

HARDWARE GROUP NO. 001

FOR USE ON MARK/DOOR #(S):

2 :

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

QTY	DESCRIPTION BUTT HINGE CORRIDOR LOCKSET WITH INDICATOR	CATALOG NUMBER	FINISH	MFR
3 EA		5BB1HW 4.5 X 4.5	652	IVE
1 EA		LV9456P 03A L583-363 L283-722	626	SCH
1 EA 1 EA 1 SET	DOOR CLOSER KICK PLATE SELF-ADHESIVE GASKETING	4111 SPRING CUSH-N-STOP TBWMS 8400 10" X 1 1/2" LDW B4E CS 188S-CL	AL US32D CLEAR	LCN IVE ZER

Minor Renovations to Avery's Creek Elementary School DSP No: 110-4075 Project # 6782

HARDWARE GROUP NO. 002

FOR USE ON MARK/DOOR #(S):

PROVIDE EACH SGL DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	BUTT HINGE	5BB1 4.5 X 4.5 NRP	652	IVE
1	EA	CLASSROOM LOCKSET	LV9070P 03A	626	SCH
1	EA	DOOR CLOSER	4111 CUSH-N-STOP TBWMS	AL	LCN
1	SET	SELF-ADHESIVE GASKETING	188S-CL	CLEAR	ZER

HARDWARE GROUP NO. 003

FOR USE ON MARK/DOOR #(S):

PROVIDE EACH PR DOOR(S) WITH THE FOLLOWING:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	BUTT HINGE	5BB1 4.5 X 4.5 NRP		652	IVE
1	SET	AUTOMATIC FLUSH	FB31P		US32D	IVE
		BOLT				
1	EA	DUST PROOF STRIKE	DP2		US26D	IVE
1	EA	HALF DUMMY TRIM	L0170 03A		626	SCH
1	EA	CLASSROOM LOCKSET	LV9070P 03A		626	SCH
1	EA	COORDINATOR	COR X FL		US28	IVE
2	EA	MOUNTING BRACKET	MB1F / MB2F / MB3F		SP28	IVE
2	EA	DOOR CLOSER	4111 CUSH-N-STOP TBWI	MS	AL	LCN
1	SET	SELF-ADHESIVE	188S-CL		CLEAR	ZER
		GASKETING				

END OF SECTION



October 7, 2015

Buncombe County Public Schools Attn: Maintenance Department 175 Bingham Road Asheville, NC 28806

CLIENT PROJECT: Avery's Creek - ADA Reno; BCS-14

CEI LAB CODE: B15-6674

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on October 5, 2015. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any

Kind Regards,

Tianbao Bai, Ph.D., CIH

Laboratory Director





ASBESTOS ANALYTICAL REPORT By: Polarized Light Microscopy

Prepared for

Buncombe County Public Schools

CLIENT PROJECT: Avery's Creek - ADA Reno; BCS-14

CEI LAB CODE: B15-6674

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 10/07/15

TOTAL SAMPLES ANALYZED: 8

SAMPLES > 1% ASBESTOS:

TEL: 866-481-1412

www.ceilabs.com



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Avery's Creek - ADA Reno; BCS-14 CEI LAB CODE: B15-6674

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Lover	I ab ID	Color	Sample Description	ASBESTOS
Cilent iD	Layer	Lab ID	Color	Sample Description	%
AC-01		B90615	White	Sheetrock/ Wallboard	None Detected
AC-02		B90616	White	Ceiling Sheetrock	None Detected
AC-03		B90617	White	Sheetrock Mud	None Detected
AC-04		B90618	White	Sheetrock Mud	None Detected
AC-05		B90619	White	Floor Tile	None Detected
AC-05A		B90620	Black	Flooring Mastic	None Detected
AC-06		B90621	White	Floor Tile	None Detected
AC-06A		B90622	Black	Flooring Mastic	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

CEI Lab Code: B15-6674

Date Received: 10-05-15

Date Analyzed: 10-06-15 **Date Reported:** 10-07-15

Client: Buncombe County Public Schools

Attn: Maintenance Department

175 Bingham Road Asheville, NC 28806

Project: Avery's Creek - ADA Reno; BCS-14

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NO	N-ASBESTOS	COMPO	NENTS	ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-F	ibrous	%
AC-01 B90615	Sheetrock/ Wallboard	Heterogeneous White Fibrous Bound	15% <1%	Cellulose Fiberglass	5% 5% 75%	Paint Silicates Gypsum	None Detected
AC-02 B90616	Ceiling Sheetrock	Heterogeneous White Fibrous Bound	15% <1%	Cellulose Fiberglass	5% 5% 75%	Paint Silicates Gypsum	None Detected
AC-03 B90617	Sheetrock Mud	Heterogeneous White Non-fibrous Bound			5% 70% 25%	Paint Calc Carb Binder	None Detected
AC-04 B90618	Sheetrock Mud	Heterogeneous White Non-fibrous Bound			5% 70% 25%	Paint Calc Carb Binder	None Detected
AC-05 B90619	Floor Tile	Homogeneous White Non-fibrous Bound			100%	Vinyl	None Detected
AC-05A B90620	Flooring Mastic	Homogeneous Black Non-fibrous Bound	<1%	Cellulose	95% 5%	Mastic Binder	None Detected
AC-06 B90621	Floor Tile	Homogeneous White Non-fibrous Bound			100%	Vinyl	None Detected



ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: Buncombe County Public Schools

Attn: Maintenance Department

175 Bingham Road Asheville, NC 28806

Project: Avery's Creek - ADA Reno; BCS-14

CEI Lab Code: B15-6674 **Date Received:** 10-05-15

Date Analyzed: 10-06-15
Date Reported: 10-07-15

Tojour Avery o ereck Abartene, Bee Tr

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab		Lab	NON-ASBESTO	S COMPONENTS	ASBESTOS
Lab ID	Description	Attributes	Fibrous	Non-Fibrous	%
AC-06A B90622	Flooring Mastic	Homogeneous Black Non-fibrous Bound	<1% Cellulose	95% Mastic 5% Binder	None Detected



LEGEND: Non-Anth = Non-Asbestiform Anthophyllite

Non-Trem = Non-Asbestiform Tremolite

Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

LIMIT OF DETECTION: <1% by visual estimation

REGULATORY LIMIT: >1% by weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by CEI Labs, Inc. CEI Labs makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

ANALYST:

Samantha Card

APPROVED BY:

Tianbao Bai, Ph.D., CIH Laboratory Director





107 New Edition Court, Cary, NC 27511 Tel: 866-481-1412; Fax: 919-481-1442

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CHAIN	LUS	IUIJY
		11 1000 11

LAB USE ONLY:	0	, , .	
CEI Lab Code:	3/4	5 6674	
CEI Lab I.D. Range:	K	190615 R9063	12

COMPANY CONTACT INFORMATION								
Company: Bureanse G. Bommol of Ed.			Client #:					
Address: 175 Bilyhon Rol.			Job Contact: Beluw HM					
Ashwille, N.C. 2PROG				Email: be/viw.hall (besemail.ong				
170001111/ 1811/1911								
0 10				Tel: (828) 232-4249 Fax: (828) 232-4249				
Project Name: Hyeny's Cneek - ADA Revo				Fax: (828) 232-9249				
Project ID #: 305-14			P.O. #:					
					TURN ARC	OUND TIME		
ASBESTOS	METHOD		4 HR*	8 HR*	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600						V	
PLM POINT COUNT (400)	EPA 600							
PLM POINT COUNT (1000)	EPA 600							
PLM GRAVIMETRIC	EPA 600							
PLM GRAV w POINT COUNT	EPA 600							
PCM AIR	NIOSH 7400							
TEM AIR	AHERA							
TEM AIR	NIOSH 7402							
TEM BULK	CHATFIELD							
TEM DUST WIPE	ASTM D6480-05							
TEM DUST MICROVAC	ASTM D5755-09							
TEM QUALITATIVE	CEI LABS							
OTHER:								
LEAD PAINT	METHOD		4 HR**	8 HR**	24 HR**	2 DAY	3 DAY	5 DAY
LEAD PAINT	EPA SW846 7000	В						
LEAD WIPE	EPA SW846 7000I	В						
LEAD SOIL	EPA SW846 7000	В						
LEAD AIR	NIOSH 7082							
OTHER:								
REMARKS:								ept Samples
Relinquished By: Date/Time Received By: Date/Time						Time		
B. Han		10/	115			AP	10.5.15	8:00

*Call to confirm RUSH analysis.

Samples will be disposed of 30 days after analysis

**TAT's are not available. Lead samples are subcontracted for analysis to an ELLAP accredited lab.



SAMPLING FORM

B15 66TH

COMPANY CONTACT INFORMATION	
company: Burcombe Co-Bound of Edl.	Job Contact: Belvin Holl
Project Name: Aver's Creek ADA	
Project ID #: BCS -19	Tel:

		VOLUME	
SAMPLE ID#	DESCRIPTION / LOCATION Cust. Map Rm Sheetnock/Wallbd') Stonnge - Ceily Sheetnock Custrolial Stonnge-Linky - Sheetnock Supply Stonnge - " Cust. Stonnge. 12 X 12 FT Flooring Mashe Cust. Stonnge Entry - 12 x 12 FT Flooring Mashie	VOLUME/ AREA	COMMENTS
AC-01 (1)	Cust. Mas Rm Sheetnock / Walled		* Honocerous
AC-02 @	Stornge - Cethy Sheetnock /	600 ffs	J
Ac-03 3	Custoolial Storne-Linky - Sheetmack	MJ	
Ac-oy 0	Supply Storage - 1	"	
AC-05 (1)	Cust. Stonne. 12 X12 FT	1	
AC-05(A)	Floory MASKe	>400F	42
MC-06 3	Cust Stonge ENtry - 12x12 FT		
AC-06(A)	Floor, Mastic		
	~		

Page _____of ____