CARO

### STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION 1

# PROPOSAL

DATE AND TIME OF BID OPENING: JULY 15, 2015 AT 2:00 PM

CONTRACT ID: 11509982

WBS ELEMENT NO.: 36059.27

SCO ID: 14-11342-01A

**COUNTY: CAMDEN** 

LOCATION: CAMDEN COUNTY REST AREA

**TYPE OF WORK: CAMDEN COUNTY REST AREA REFURBISHMENT** 

**NOTICE:** 

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A DIVISION LET PROJECT.

5% BID BOND OR BID DEPOSIT REQUIRED

NAME OF BIDDER

ADDRESS OF BIDDER

# PROPOSAL FOR THE CONSTRUCTION OF CONTRACT NO. 11509982 IN CAMDEN COUNTY, NORTH CAROLINA DATE: JUNE 18, 2015 DEPARTMENT OF TRANSPORTATION, RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. <u>11509982</u>; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. <u>11509982</u> in <u>Camden County</u>, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

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# **BID BOND FORMS**

# **INSTRUCTIONS TO BIDDERS**

#### PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements, except that bids may be prepared by electronic means as described elsewhere in the proposal. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

#### **TRADITIONAL PAPER BIDS:**

- 1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
- 2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
- **3**. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
- **4.** An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
- **5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
- **6.** Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
- 7. The bid shall be properly executed on the included **Execution of Bid Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid. Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
  - d. Completed attestation by Notary Public
  - Note: Signer, Witness and Notary Public must be different individuals.
- 8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- **9.** The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 10. <u>THE PROPOSAL WITH THE BID FORM STILL ATTACHED</u> SHALL BE PLACED IN A <u>SEALED</u> ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIV. ONE OFFICE, 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 LOCATED APPROXIMATELY 5 MILES SOUTHEAST OF EDENTON, JUST OFF NC 94 ON AIRPORT DRIVE IN THE NORTHEASTERN REGIONAL AIRPORT BUILDING, BY 2:00 P.M. ON, WEDNESDAY, JULY 15, 2015
- **11.** The sealed bid must display the following statement on the front of the sealed envelope:

# QUOTATION FOR 11509982 – CAMDEN COUNTY REST AREA REFURBISHMNET, TO BE OPENED AT 2:00 P.M. ON WEDNESDAY JULY 15, 2015

**12.** If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

N. C. DEPARTMENT OF TRANSPORTATION ATTN: Barry Hobbs, PE 113 Airport Drive, Suite 100 Edenton, NC 27932 5

#### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95) (Rev. 12-18-07)

The date of availability for this contract is **September 8**, 2015.

The completion date for this contract is December 17, 2015.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars** (\$ 500.00) per calendar day.

#### **PROSECUTION OF WORK:**

(7-1-95) (Rev. 8-21-12)

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$ 250.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

#### **POSTED WEIGHT LIMITS:**

(7-1-95) (Rev. 8-21-12)

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

**NO MAJOR CONTRACT ITEMS:** 

(2-19-02) (Rev. 8-21-07)

None of the items included in this contract will be major items.

SP1 G10 A

SP1 G15R

SP1 G24R

SP1 G31

108

107

104

### **NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the 2012 Standard Specifications).

# MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

<u>(DIVISIONS):</u>	
(10-16-07)(Rev. 12-17-13)	

102-15(J)

SP1 G67

# Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

# Definitions

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will <u>not</u> be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

*Committed MBE/WBE Subcontractor* - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

*Goal Confirmation Letter* - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE participation along with a listing of the committed MBE and WBE firms.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

*MBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

*Minority Business Enterprise (MBE)* - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

*WBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed WBE subcontractor(s).

*Women Business Enterprise (WBE)* - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

# Forms and Websites Referenced in this Provision

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project. https://apps.dot.state.nc.us/Vendor/PaymentTracking/

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only. http://www.ncdot.org/doh/forms/files/DBE-IS.xls

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE. http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20 Replacement%20Request%20Form.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20 Form%20Rev.%202012.zip

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notificati on%20Form.pdf

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.

http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%2 0Subcontractor.pdf *Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only. http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).doc

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.

http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20 Comparison%20Example.xls

# **MBE and WBE Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

- (A) Minority Business Enterprises **0** %
  - (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
  - (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.
- (B) Women Business Enterprises **0** %
  - (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
  - (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

# **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. https://partner.ncdot.gov/VendorDirectory/default.html

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

# Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit <u>all</u> MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

- (A) If either the MBE or WBE goal is more than zero,
  - (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. <u>Blank forms will not be deemed to represent zero participation.</u> Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (B) If either the MBE or WBE goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

# **MBE or WBE Prime Contractor**

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the

MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

# Written Documentation – Letter of Intent

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

# **Submission of Good Faith Effort**

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

One complete set of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

# Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's

responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or nonsolicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

# Non-Good Faith Appeal

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

# **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals**

(A) Participation

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does <u>not</u> count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

A contractor may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE or WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

# **Commercially Useful Function**

#### (A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

#### (B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get

assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

# **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted

at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
  - (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

# Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation.

When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

# **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

# **Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for further work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

#### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the 2012 Standard Specifications may be cause to disqualify the Contractor.

#### **LOCATING EXISTING UNDERGROUND UTILITIES:**

(3-20-12)

Revise the 2012 Standard Specifications as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

#### RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES: (5-21-13) (Rev. 5-19-15) 104-13 SPI G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

SP1 G115

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting facilities are available at: <a href="http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx">http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx</a>.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to <u>valuemanagementunit@ncdot.gov</u>. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

#### **DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the 2012 Standard Specifications as follows:

Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

# **TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work

that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

# **OUTSOURCING OUTSIDE THE USA:**

(9-21-04) (Rev. 5-16-06)

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

# GIFTS FROM VENDORS AND CONTRACTORS: 107-1

By Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- Have performed under such a contract within the past year; or **(B)**
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

SP1 G150

SP1 G152

**LIABILITY INSURANCE:** 

(5-20-14)

Revise the 2012 Standard Specifications as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

22

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

108, 102

# **EMPLOYMENT:**

(11-15-11) (Rev. 1-17-12)

Revise the 2012 Standard Specifications as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

# **STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

Revise the 2012 Standard Specifications as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

# **SUBLETTING OF CONTRACT:**

(11-18-2014)

Revise the 2012 Standard Specifications as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

108-6

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

SP1 G160

SP1 G185

SP1 G184

SP1 G186

# **ROADWAY SPECIAL PROVISIONS**

#### MATERIALS: (2-21-12) (Rev. 5-19-15)

1000, 1002, 1005, 1018, 1024, 1050, 1056, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092 SP10 R01

Revise the 2012 Standard Specifications as follows:

**Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10,** replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

# Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

			REO	TA DUIREME	ABLE 100 ENTS FOR		RETE				
. a	d _ s	Maxi	num Wate	•		Consiste	ency Max. Imp		Cement	Content	
Class of Concrete	Min. Comp. Strength at 28 days	Air-En Cone	trained crete	Non Entra Con		ated		Vibi	rated	Non- V	ibrated
·	Z -	Rounded Aggregate	Angular Aggre-gate	Rounded Aggregate	Angular Aggre-gate	Vi	Vi	Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
А	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
В	2,500	0.488	0.567	0.559	0.630	1.5 machine- placed 2.5 hand- placed	4	508	-	545	-
Sand Light- weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow- able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow- able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	_
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

#### Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9, add the following to the table of item references:

Item	Section
Type IL Blended Cement	1024-1

**Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30,** add the following at the end of Section 1002:

#### (H) Handling and Storing Test Panels

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

**Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27,** replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

**Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21,** delete the third paragraph through the sixth paragraph beginning with "If any change is made to the mix design, submit..." through "...(applies to a decrease only)."

**Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2,** replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

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Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:

Acceptable, but not to be used in the top 3 ft of embankment or backfill

Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

**Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE,** replace with the following:

TABLE 1024-1 POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE						
Pozzolan	Rate					
Class F Fly Ash	20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced					
Ground Granulated Blast	35%-50% by weight of required cement content					
Furnace Slag	with 1.0 lb slag per lb of cement replaced					
Microsilica	4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced					

**Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18,** replace the second sentence of the second paragraph with the following:

Tests shall be performed by AASHTO's designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with the following:

All fencing material and accessories shall meet Section 106.

**Page 10-73, Article 1056-1, DESCRIPTION, lines 7-8,** delete the first sentence of the second paragraph and replace with the following:

Use geotextile fabrics that are on the NCDOT Approved Products List.

**Page 10-73, Article 1056-2, HANDLING AND STORING, line 17,** replace "mechanically stabilized earth (MSE) wall faces" with "temporary wall faces".

**Page 10-73, Article 1056-4, GEOTEXTILES, line 33,** add the following after the first sentence in the second paragraph:

Geotextiles will be identified by the product name printed directly on the geotextile. When geotextiles are not marked with a product name or marked with only a manufacturing plant identification code, geotextiles will be

identified by product labels attached to the geotextile wrapping. When identification is based on labels instead of markings, unwrap geotextiles just before use in the presence of the Engineer to confirm that the product labels on both ends of the outside of the geotextile outer wrapping match the labels affixed to both ends of the inside of the geotextile roll core. Partial geotextile roles without the product name printed on the geotextile or product labels affixed to the geotextile roll core may not be used.

TABLE 1056-1 GEOTEXTILE REQUIREMENTS									
Dronorty			Requiremen	t					
Property	Type 1	Type 2	Type 3 <sup>A</sup>	Type 4	Type 5 <sup>B</sup>	Test			
Typical	Shoulder	Under	Temporary	Soil	Temporary	Method			
Application	Drains	Rip Rap	Silt Fence	Stabilization	Walls				
Elongation (MD & CD)	$\geq 50\%$	$\geq 50\%$	$\leq 25\%$	< 50%	< 50%	ASTM D4632			
Grab Strength (MD & CD)			100 lb <sup>C</sup>			ASTM D4632			
Tear Strength (MD & CD)	Table 1 <sup>D</sup> , Class 3	Table 1 <sup>D</sup> , Class 1	-	Table 1 <sup>D</sup> , Class 3	-	ASTM D4533			
Puncture Strength			-	-		ASTM D6241			
Ultimate Tensile Strength (MD & CD)	-	-	-	-	2,400 lb/ft <sup>C</sup> (unless required otherwise in the contract)	ASTM D4595			
Permittivity	<b>T</b> 11	oD.			0.20 sec <sup>-1,C</sup>	ASTM D4491			
Apparent Opening Size	15% t	able 2 <sup>D</sup> , % to 50% <i>Situ</i> Soil	Table 7 <sup>D</sup>	Table 5 <sup>D</sup>	0.60 mm <sup>F</sup>	ASTM D4751			
UV Stability (Retained Strength)		<i>u</i> Son No. 200 <sup>E</sup>			70% <sup>C, G</sup>	ASTM D4355			

Page 10-74, Table 1056-1, GEOTEXTILE REQUIREMENTS, replace with the following:

A. Minimum roll width of 36" required.

- **B.** Minimum roll width of 13 ft required.
- C. MARV per Article 1056-3.
- **D.** AASHTO M 288.
- E. US Sieve No. per AASHTO M 92.
- **F.** Maximum average roll value.

G. After 500 hours of exposure.

Page 10-74, Article 1056-5, GEOCOMPOSITES, lines 7-8, replace the first sentence with the following:

Provide geocomposite drain strips with a width of at least 12" and Type 1 geotextiles attached to drainage cores that meet Table 1056-2.

**Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11,** replace the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

#### Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

	2 1078-1 FOR CONCRETE	
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

**Page 10-151, Article 1080-4, INSPECTION AND SAMPLING, lines 18-22,** replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

**Page 10-161, Subarticle 1081-1(A), Classifications, lines 29-33,** delete first 3 sentences of the description for Type 2 and replace with the following:

**Type 2 -** A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

**Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7,** delete the second and third sentences of the description for Type 3A. Lines 16-22, delete Types 6A, 6B and 6C.

**Page 10-162, Subarticle 1081-1(B), Requirements, lines 26-30,** replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

# **Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS,** replace with the following:

2 50 20-60 4,000 6,000 6,000 1.0	4 10 40-80 1,500 5-15 5-15 3,000 5,000 1.0 1,500	4 10 40-80 1,500 1,500 3,000 3,000 1.0 1.0	  5-50 4,000 (Neat) 1.5 2,000	4 20 20-50 4,000 4,000 - - - - 1.0 2,000	3 20 20 30-60 2,000 2,000 2,000 4,000- 4,000- 1.0 1.0	- - - - - - - - - - - - - - - - - - -	Spindle No.         Speed (RPM)         Pot Life (Minutes)         Minimum Tensile Strength at 7 days (psi)         Tensile Elongation at 7 days (%)         Min. Compressive Strength of 2". mortar cubes at 24 hours         Min. Compressive Strength of 2" mortar cubes at 7 days         Min. Compressive Strength of 2" mortar cubes at 7 days         Min. Bond Strength Slant Shear Test at 14 days (psi)
<b>Type 5</b> 1-6	<b>Type</b> 4B 40-150	<b>Type</b> 4A 40-150	Type 3A Gel	<b>Type 3</b> 25-75	<b>Type 2</b> 10-30	Type 1 Gel	<b>Property</b> Viscosity-Poises at 77°F ± 2°F
		TEMS	ESIN SYS	1081-1 EPOXY R	TABLE 1081-1 MIXED EPOXY	TABLE 1081-1 PROPERTIES OF MIXED EPOXY RESIN SYSTEMS	PROPE

**Page 10-164, Subarticle 1081-1(E), Prequalification, lines 31-33,** replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through

the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

**Page 10-165, Subarticle 1081-1(E)(6), line 1,** in the first sentence of the first paragraph replace "AASHTO M 237" with "the specifications".

**Page 10-165, Subarticle 1081-1(E), Prequalification, line 9-10,** delete the second sentence of the last paragraph.

**Page 10-165, Subarticle 1081-1(F), Acceptance, line 14,** in the first sentence of the first paragraph replace "Type 1" with "Type 3".

Page 10-169, Subarticle 1081-3(G), Anchor Bolt Adhesives, delete this subarticle.

Page 10-170, Article 1081-3, HOT BITUMEN, line 9, add the following at the end of Section 1081:

# **1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

# (A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

# (B) Classification

The types of epoxies and their uses are as shown below:

**Type I** – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

**Type II** – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

**Type III** – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

# (C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

# (D) Prequalification

Refer to Subarticle 1081-1(E).

# (E) Acceptance

Refer to Subarticle 1081-1(F).

# **Page 10-173, Article 1084-2, STEEL SHEET PILES, lines 37-38,** replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision "Thermal Sprayed Coatings (Metallization)" with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

# Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24, replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, line 27, replace "Section 1081" with "Article 1081-4".

**Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, line 22,** replace "Section 1081" with "Article 1081-4".

**Page 10-179, Subarticle 1087-4(A), Composition, lines 39-41,** replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

**Page 10-180, Subarticle 1087-4(B), Physical Characteristics, line 8,** replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

# **Page 10-181, Subarticle 1087-7(A), Intermixed and Drop-on Glass Beads, line 24,** add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

# **Page 10-204, Table 1092-3 MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A,** replace with the following:

MINI	TABLE 1092-3         MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A         (Candelas Per Lux Per Square Meter)									
Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow		
0.2	-4.0	525	395	52	95	30	420	315		
0.2	30.0	215	162	22	43	10	170	130		
0.5	-4.0	310	230	31	56	18	245	185		
0.5	30.0	135	100	14	27	6	110	81		
1.0	-4.0	120	60	8	16	3.6	64	48		
1.0	30.0	45	34	4.5	9	2	36	27		

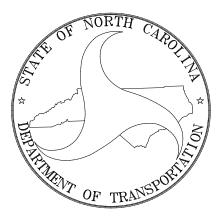
**PROJECT MANUAL FOR:** 

# CAMDEN COUNTY REST AREA REFURBISHMENT

U.S. HIGHWAY 17, CAMDEN COUNTY, NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WBS NO. 36059.27 SCO ID: 14-11342-01A



Architect / Engineer:

FACILITIES DESIGN FACILITIES MAINTENANCE DIVISION, NCDOT 1 SOUTH WILMINGTON STREET RALEIGH, NORTH CAROLINA 27601

April 17, 2015

SET NO.\_\_\_\_

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**PROJECT:** 

**CAMDEN COUNTY REST AREA REFURBISHMENT** NC Department of Transportation US 17, Camden County, NC

OWNER:

ARCHITECT:

NC Department of Transportation

Facilities Design, NCDOT



Raleigh, NC (919) 707-4548 Lisa L. Keel, AIA

**ENGINEERS**:

PLUMBING & MECHANICAL:

Burke Design Group, PA Raleigh, NC (919) 771-1916



ELECTRICAL:

Burke Design Group, PA Raleigh, NC (919) 771-1916 Ben Burke, PE

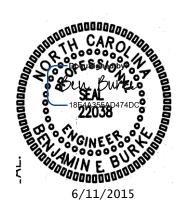


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# 36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

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STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BUILDING ASBESTOS INSPECTION REPORT						
F.A. #	15-04-02					
BUILDING	RESTROOM BUILIDNG					
ADDRESS	2356 HWY 17 NORTH					
	SOUTH MILLS, NC					
May 14, 2004 DATE OF INSPECTION This inspection was conducted by an inspector or inspectors accredited in the State of <u>North Carolina</u>						
TERRY RUSSELL, SR. Jerry Russell, SR. Jerry Russell, SR. Signature						
Accreditatio	n #11114					

# **BUILDING ASBESTOS INSPECTION REPORT**

F.A. # 15-04-02

**BUILDING Restrooms/Maintenance** 

ADDRESS 2356 Highway 17 North

South Mills, Camden Co., NC

October 22, 1997
DATE OF INSPECTION

This inspection was conducted by an inspector or inspectors accredited in the State of North Carolina.

James F. Bernard printed name

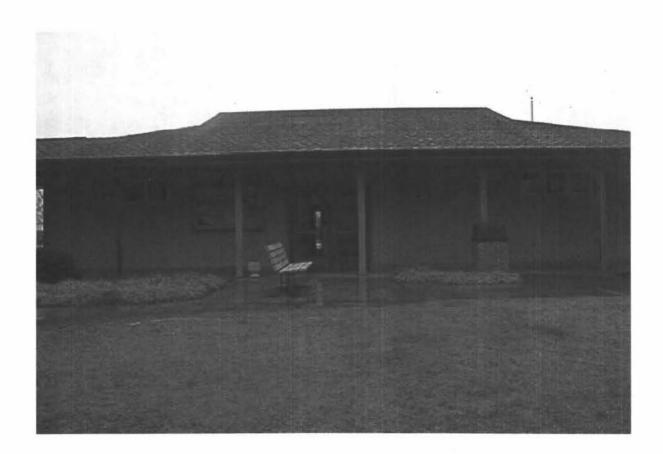
amer J. Buna signature

Accreditation # 11451

# **Building Summary**

FA# 15-04-02	
<b>Building Name: RESTRO</b>	<b>OM BUILDING</b>
Fac. Coordinator: PAT M	ANSFIELD
Phone#: 252-426-5041	
Address: 427 OCEAN HW	VY NORTH
HERTFORD, NO	2

Date o	f Inspection	October 22, 1	997			
Inspec	tor	J. Bernard				
Roof C	Construction Flat Asphalt Shi Other		X	Pitched Roof Corrugated Metal		Coated Metal
Buildi	ng Exterior					
	Masonry Bl Asbestos Si Other		X	Wood Siding Vinyl Siding		Metal Siding
Interio	or Floors					
	Concrete Carpeting Sheet Floor Other	Covering Ceramic Tile		Wood Floor Tile (9x9)		No Floor Floor Tile (12x12)
Interio	or Walls					
	Wallboard Paneling Other	(sheetrock)		Masonry Block Wood		Brick Plaster or Plank
Ceilin	g					
	No Ceiling Ceiling Tile Other	e Sprayed on (pop	corn)	Wood Suspended Ceiling	(2x2 or	Wallboard (sheetrock) 2x4)
HVAC	C System					
	No HVAC Other			Gas Fired Unit	X	Electric Unit
Attic	1	No				
Basement		No				
Crawlspace	Π	No				

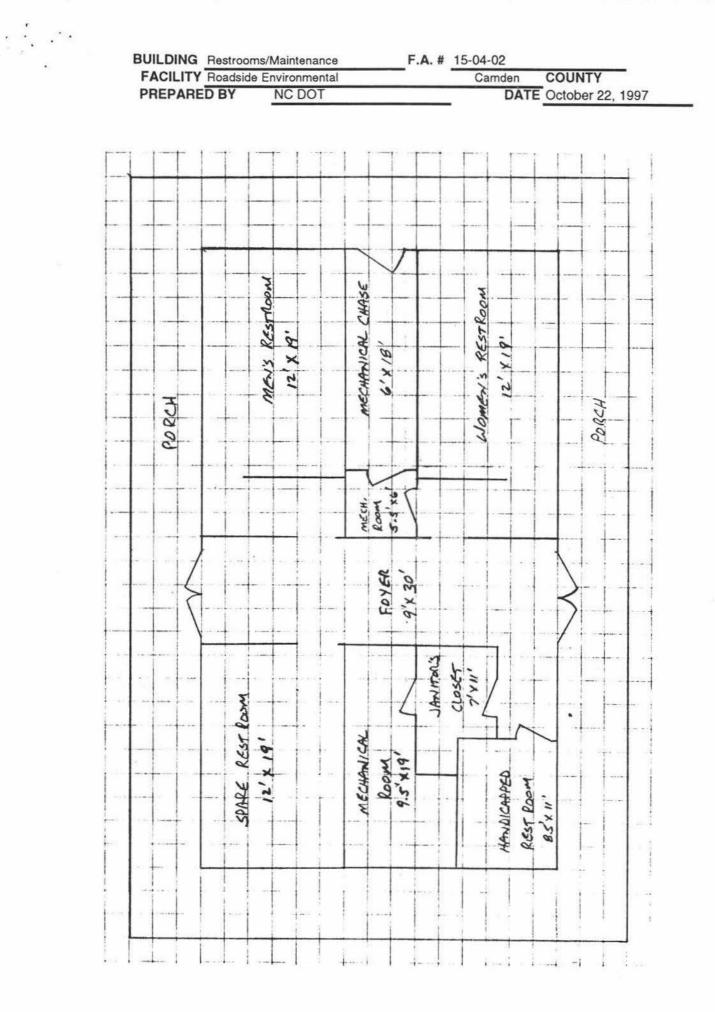


RESTROOM BUILDING FA# 15-04-02



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# Asbestos Containing Building Materials Inspection And Lab Report Form

# F.A.: 15-04-01 Building: Camden Co. Visitors Center Location: South Mills, Camden Co., NC Inspection Date: October 22, 1997

Note: Samples were analyzed by

zed by CAROLINA ENVIRONMENTAL (NVLAP 101768-0)

	ACBM	Sample		Est.	Quantity	Disturbance/Damage		
Homogeneous Area	Туре	#'s	Friable	Quantity	Unit	Assessment	% Dmg.	Asbestos/Comments
Sprayed on Ceiling Sprayed on Ceiling Sprayed on Ceiling		02-01-01						NAD
Sprayed on Ceiling		02-01-02						NAD
Sprayed on Ceiling		02-01-03						NAD

# ACBM Type

S = Surfacing T = Thermal Insulation M1 = Category I Misc. M2 = Category II Misc. Friable

F = Friable NF = Not Friable

# Disturbance/Damage

PD = Potential for Damage PSD = Potential for Significant Damage D = Damage SD = Significant Damage

# Asbestos Comments

NAD = No Asbestos Detected Chrys. = Chrysotile Amos. = Amosite Trem. = Tremolite/Actinolite Croc.= Crocidolite

# ASBESTOS BULK ANALYSIS REPORT

EPA /600/R-93/116 & EPA /600/M4-82/020

	ox 8148 ville, NC 27834		CEI LAB CODE: RECEIVED: ANALYZED: ANALYST: PAGE: 1	A97-1305 11-05-97 11-05-97 Linda I. Bridgers
CLIENT ID	LAB ID	TOTAL % ASBESTOS	SAMPLE DESCR	IPTION
15-04-02 01-01	A12825	ND	HETEROGENEOUS White, Non-fibrous, Loosel PLAS 50% FOAM 50%	y Bound
15-04-02 01-02	A12826	ND	HETEROGENEOUS White, Non-fibrous, Loosel PLAS 50% FOAM 50%	y Bound
15-04-02 01-03	A12827	ND .	HETEROGENEOUS White, Non-fibrous, Loosel PLAS 50% FOAM 50%	y Bound

The following definitions apply to the abbreviations used in the ASBESTOS BULK ANALYSIS REPORT:

CHRY = Chry	sotile CEL	= Cellulose	DEBR	= Debris
AMOS = Amo	site FBG	= Fibrous Glass	BIND	= Binder
CROC = Croc	idolite ORG	V = Organics	SILI	= Silicates
TREM = Trem	olite SYN	= Synthetics	GRAV	= Gravel
ANTH = Anth	ophyllite WOL	_ = Wollastonite	MAST	= Mastic
ACTN = Actin	olite CER	VL = Ceramic Wool	PLAS	= Plaster
ND = None	Detected NTRI	M = Non-Asbestifo	rm PERL	= Perlite
		Tremolite	RUBR	=Rubber

# CLIENT: UTTS /ENVIRONMENTAL PROJECT: Project No. 15-04-02 CEI LAB CODE: A97-1305

Stereoscopic microscopy and polarized light microscopy coupled with dispersion staining is the analytical technique used for sample identification. The percentage of each component is visually estimated by volume. These results pertain only to the samples analyzed. The samples were analyzed as submitted by the client and may not be representative of the larger material in question. Unless notified in writing to return samples, Carolina Environmental, Inc. will discard all bulk samples after 30 days.

The EPA has no approved test method for the identification of asbestos in vinyl floor tiles. Many vinyl floor tiles have been manufactured using greater than 1% asbestos. Often the asbestos was milled to a fiber size below the detection limit of polarized light microscopy. Therefore, a "None Detected" (ND) reading on vinyl floor tile does not necessarily exclude the presence of asbestos. Transmission electron microscopy provides a more conclusive form of analysis for vinyl floor tiles.

It is certified by the signature below that Carolina Environmental, Inc. is accredited by the National Voluntary Accreditation Program (NVLAP) for the analysis of asbestos in bulk materials. The accredited test method is EPA / 600 / M4-82 / 020 for the analysis of asbestos in building materials. Procedures described in EPA / 600 / R-93 / 116 have been incorporated where applicable. Carolina Environmental, Inc.'s NVLAP accreditation number is #101768-0. This report is not to be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This report and its contents are only valid when reproduced in full.

ANALYST

**REVEIWED BY** 

John D. Koenigs Laboratory Director

# **SECTION 01 1000**

# SUMMARY

# PART 1 GENERAL

# 1.01 PROJECT

- A. Project Name: US Highway 17 Camden County Rest Area Refurbishment.
- B. Owner's Name: State of North Carolina, through the North Carolina Department Of Transportation.
- C. Architect's Name: Facilities Design Section, NCDOT (Lisa L Keel, AIA).
- D. The Project consists of the following:
  - 1. Demolition of existing interior finishes, light and plumbing fixtures.
  - 2. Installation of new interior finishes, light and plumbing fixtures.

3. Add Alternate #1- Paint exterior of Restroom Building, Visitor's Center Building, Vending Building, Storage Building, Picnic Shelters and "Lokie" Shelter, 2 coats. 5 colors (#1. siding, #2. columns, #3. trim, #4. fascia, soffit, front/rear doors & gable end of roof, #5. Frame of Doors and Display Case.) All buildings and shelters are existing.

# 1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Notice to Bidders; one contract will encompass the building and all site work.

# 1.03 OWNER OCCUPANCY

- A. NC DOT intends to continue to occupy adjacent portions of the DOT complex during the entire construction period.
- B. NC DOT intends to occupy the Project upon Final Acceptance. Beneficial Occupancy can be obtained for each building as it is completed.
- C. Cooperate with NC DOT to minimize conflict and to facilitate NC DOT's operations.

# 1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Utility Outages and Shutdown:
  - 1. Prevent accidental disruption of utility services to other facilities.
  - 2. Coordinate necessary shut-offs with Owner.
- C. Contractor can connect to Owner's site utilities (setting up temporary service access, as needed).

# Test Request Form

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Name Address	VTTS/E	Special requests: Verbal results Fax report Fax # Results needed by:			
Project No.	Sampl	еТуре	# of Sam	ples	P.O.
15-04	4-02	Bulk		3	4243
Contact Name		Phone No.		Date Shipped	
Special Instruction	ns / Unusual Conditions / Po	ossible Interferences:			
Lab Use Only	Sample Number or Area	Sample Volume or Time	Date Samples	Media Type	Analysis Requested
712825	15-04-02-01-01		10.22.97	Ceiling	PLM
124	01-02			1	
1 27	10.03	<i>*</i> .		V	
		1			
-					
-					
	1				

Relinquished by: June Blue	Date/Time. 3. 47	Received by: M Solithing	Date may 0 An		
Relinquished by:	Date/Time	Received at Lab by:	Date/Time		
Method of Shipment:		Sample Condition Upon Receipt: [] Acceptable [] Other			
Authorized by:	Date				
Autonzeu by.	Date				

# **SECTION 01 1000**

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# **SECTION 01 1510**

# CONSTRUCTION AND DEMOLITION MATERIALS RECYCLING REQUIREMENTS

# PART 1 GENERAL

# 1.01 SUMMARY

- A. Section includes: Requirements and procedures for ensuring optimal diversion of demolition and construction waste materials generated by the Work from landfill disposal within the limits of the Construction Schedule and Contract Sum.
  - State of North Carolina Executive Order 156, Section 1.b, states that "...all state agencies are to maximize their efforts to...reduce and recycle material recoverable from solid waste originating...from the construction and renovation of new facilities..."
  - 2. The Waste Reduction Goal of this Contract is that a minimum of 50% by weight of the construction and demolition materials generated in the Work be diverted from landfill disposal through a combination of re-use and recycling activities.
  - 3. Requirements for submittal of Contractor's Construction Waste and Recycling Plan prior to the commencement of the Work.
  - 4. Contractor's quantitative reports for construction waste materials as a condition of approval of progress payments submitted to the Architect

# **1.02 DEFINITIONS**

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations.
- B. Construction and Demolition Debris: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, carpet pad, ceiling tile, plastic pipe, other plastic material, vinyl flooring, copper pipe, and steel. This will also include other jobsite materials such as cardboard packaging, sheet vinyl, plastic bottles, white paper, and aluminum cans.
- C. C&D Recycling Center: A facility that receives C&D material that has been separated for reuse. Recycling facilities are often part of the overall County waste management facilities.
- D. Disposal: Final deposition of construction and demolition material
- E. Mixed Debris Recycling Facility: A processing facility that accepts loads of commingled construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing the non-recyclable residual materials.
- F. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- G. Reuse. The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- H. Source-Separated: Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- I. Waste Hauler: A company that possesses a valid permit from the [local waste management authority to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal in [the locality].

# 1.03 SUBMITTALS

- A. Contractor's Construction Waste and Recycling Plan
  - 1. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, source separation for re-use or recycling. Indicate the procedures that will be implemented in this program to effect jobsite source

separation, such as, identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.

- Prior to commencing the Work, submit Contractor's Construction Waste and Recycling Plan. Submit in format provided (Section 01 1510A). The Plan must include, but is not limited to the following:
  - a. Contractor's name and project identification information;
  - b. Procedures to be used;
  - c. Materials to be re-used and recycled;
  - d. Estimated quantities of materials;
  - e. Names and locations of re-use and recycling facilities/sites;
  - f. Tonnage calculations that demonstrate that Contractor will re-use and recycle a minimum 50% by weight of the construction waste materials generated in the Work.
  - g. Cost of local tip fees for non-recycled material/ton
  - h. Cost or revenue generated from recycled material, per category, per ton (note: cost and revenue are to be managed by the General Contractor as part of the Work; tonnage, cost, and savings information are to be provided to the Architect for tracking purposes only)
- 2. Contractor's Construction Waste and Recycling Plan must be approved by the Architect prior to the start of Work.
- Contractor's Construction Waste and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
- B. Contractor's Reuse, Recycling, and Disposal Report
  - Submit Contractor's Reuse, Recycling, and Disposal Report on the form provided (Section 011510B) with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the Project for re-used and recycled materials:
    - a. Reuse of building materials or salvage items on site
    - b. Salvaging building materials for reuse
    - c. Recycling source separated materials on site, with approval
    - d. Recycling source separated material at an off site recycling center
    - e. Delivery of soils or mixed inerts to an inerts landfill for disposal (inert fill).
    - f. Disposal at a landfill or transfer station (where no recycling takes place).
    - g. Other (describe).

Contractor's Reuse, Recycling, and Disposal Report must quantify all materials generated in the Work, disposed in landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material. As indicated on the form:

- 1. Report disposal or recycling either in tons or in cubic yards: if scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
- 2. Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
- 3. Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of re-use, recycling, or disposal.
  - a. Indicate project title, project number, progress payment number, name of the company completing the Contractor's Report and compiling backup documentation, the printed name, signature, and daytime phone number of the person completing the form, the beginning and ending dates of the period covered on the Contractor's Report, and the date that the Contractor's Report is completed.

4. NCDOT General Services Division will provide a list of waste recycling sites, sorted by County and by Highway Division. It is the responsibility of the General Contractor to confirm the locations and manage the waste material.

# PART 2 PRODUCTS (not used)

# PART 3 EXECUTION

#### 3.011 SALVAGE, RE-USE, RECYCLING AND PROCEDURES

- A. Identify re-use, salvage, and recycling facilities.
- B. Develop and implement procedures to re-use, salvage, and recycle new construction and excavation materials, based on the Contract Documents, the Contractor's Construction Waste and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling, and/or mixed debris recycling efforts.
  - 1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.
  - 2. Source separate new construction, excavation and demolition materials including, but not limited to the following types:
    - a. Asphalt.
    - b. Concrete, concrete block, slump stone (decorative concrete block), and rocks.
    - c. Gypsum wallboard
    - d. Green materials (i.e. tree trimmings and land clearing debris).
    - e. Metal (ferrous and non-ferrous).
    - f. Miscellaneous Construction Debris.
    - g. Paper or cardboard.
    - h. Red Clay Brick.
      - Reuse or Salvage Materials
    - i. Soils.
      - Wire and Cable.
    - j. Wood studs
    - k. Plastic pipe
    - I. Ceiling tile
    - m. Ceramic tile
    - n. Carpet
    - o. Vinyl flooring
    - p. Other
  - 3. Miscellaneous Construction Debris: Develop and implement a program to transport loads of mixed (commingled) new construction materials that cannot be feasibly source separated to a mixed materials recycling facility.

# 3.2 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- B. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the local solid waste authority.
- C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials. NCDOT General Services Division will work with the General Contractor on identifying sites that will accept recycled materials.
- D. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
- E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

# 3.043 REVENUE

A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to the General Contractor. Accounting of revenues or savings is for the Owner's tracking purposes only.

# SECTION 01 1510A CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN

(Submit after award of Contract and prior to commencing work)

Project T	itle:					
	or's Name:					
Street Ad						
City:			State:		Zip:	
Phone: (	)		Fax: ( )			
E-Mail Ac	dress:		<u> </u>			
Prepared	by: (Print l	Name)				
Date Sub						
Project P	eriod:	From:		To:		
<u> </u>			ED/RECYCLED MAT			
		activities for source separated Facility to be	or mixed material recycli Total Truck		here recycling Fotal Quanti	
Type of Material	Type of Activity		Loads	Tons		Cost/Reven.
			20000	10110		
	ļ					
	+					
	1					
	1					
a. Total Di	version					
			DISPOSED MATERIA			
		osal activities for landfills, transf				
Type of Material	Type of Activity	Facility to be Used/Location	Total Truck Loads	Tons	Total Quanti Cubic YD	
ivialella			LUaus	10115		0031
	<b> </b>					
	+					
	1					
b. Total Di	sposal					
	· ·				-	

SECTION III - TOTAL MATERIALS GENERATED								
This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation								
	Tons Cubic YD Other Wt.							
a. Total Reused/Recycled								
b. Total Disposed								
c. Total Generated								

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# SECTION 01 1510B CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING REPORT

(Submit with each Pay Application)

Project Tit	tle:					
Contracto						
Street Add						
City:			State:		Zip:	
Phone: (	)		Fax: ()			
E-Mail Ad	dress:					
Prepared	by: (Print I	Name)				
LL						
Date Subr	mitted:					
Project Pe	eriod:	From:		To:		
		SECTION I - RE-USED/RE				
		activities for source separated or mixed				
Type of	Туре	Facility to be	Total Truck		otal Quanti	
Material	of Activity	Used/Location	Loads	Tons	Cubic YD	Cost/Reven.
			+			
a. Total Div	/ersion					
		SECTION II - DISPOS	SED MATERIA	LS		
Inc	clude all disp	osal activities for landfills, transfer statio	ons, or inert land	lfills where no r	ecycling will	occur.
Type of	Туре	Facility to be	Total Truck		otal Quanti	
Material	of Activity	Used/Location	Loads	Tons	Cubic YD	Cost
			+			
			1			
h Total Dia						
b. Total Dis	spusal					

SECTION III - TOTAL MATERIALS GENERATED						
This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation						
				Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled						
b. Total Disposed						
c. Total Generated						

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# 36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

# **SECTION 01 2000**

# PRICE AND PAYMENT PROCEDURES

# PART 1 GENERAL

#### 1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

## 1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to NCDOT for approval.
- B. Forms filled out by hand will not be accepted.

#### **1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to NCDOT for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit five originals of each Application for Payment.

# SECTION 01 2300 ALTERNATES

# PART 1 GENERAL

# 1.01 SECTION INCLUDES

A. Description of Alternates.

# **1.02 RELATED REQUIREMENTS**

A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to this section.

# **1.03 ACCEPTANCE OF ALTERNATES**

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at NC DOT's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

# **1.04 SCHEDULE OF ALTERNATES**

1. Add Alternate #1- Paint exterior of Restroom Building, Visitor's Center, Vending Building and Storage Building, 2 coats. 5 colors (#1. siding, #2. columns, #3. trim, #4. fascia, soffit, front/rear doors & gable end of roof, #5. Frame of Doors and Display Case.) All buildings are existing.

2. Alternate Item: Section 09 9000.

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

# 36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

# **SECTION 01 3000**

#### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.
- G. Quality assurance.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 3216 Construction Progress Schedule
- B. General Conditions
- C. Supplementary General Conditions
- D. Section 01 7000 Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 7800 Closeout Submittals: Project record documents.

# **1.03 PROJECT COORDINATION**

- A. Project Coordinator: General Contractor.
- B. Cooperate with the Owner's Representative in allocation of mobilization areas of site; for field offices and sheds, for vehicular access, traffic, and parking facilities.
- C. Coordinate with Owner's procedures for submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts. Any discrepancies noted in the contract documents is to be reported to the architect.
- D. Coordinate temporary utilities and construction facilities w/owner.
- E. Make the following types of submittals directly to the NCDOT:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Manufacturer's instructions and field reports.
  - 6. Applications for payment and change order requests.
  - 7. Progress schedules.
  - 8. Coordination drawings.
  - 9. Closeout submittals.

#### PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

# 3.01 PRECONSTRUCTION MEETING

- A. Attendance Required:
  - 1. NC DOT (Owner).
  - 2. Designer.
  - 3.
  - 4. Major Subcontractors.

5. State Construction Office-<u>not required</u>, as this is a Highways Right of Ways project subject to GS-136. As such, SCO monitors are not assigned to review it during construction, with the exception of the SCO electrical inspector.

- B. Agenda:
  - 1. Distribution of Contract Documents.
  - 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
  - 3. Designation of personnel representing the parties to Contract, NCDOT.
  - 4. Designation of personnel & emergency personal representing the parties to Contract, State Construction Office, and NCDOT.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Designer, NC DOT, participants, and those affected by decisions made.

# 3.02 PROGRESS MEETINGS

- A. The architect will administer meetings throughout progress of the Work at monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, NC DOT, Engineers of Record when appropriate to work underway.
- C. Agenda:
  - 1. Review minutes of previous meeting.
  - 2. Review of Work progress- one month look-ahead.
  - 3. Field observations & issues.
  - 4. Review of submittals schedule and status of submittals.
  - 5. Progress schedule.
  - 6. Corrective measures to regain project schedule, if necessary.
  - 7. Planned progress during succeeding work period.
  - 8. Outstanding RFI's/RFP's.
- D. Architect will record minutes and distribute copies after the meeting to participants.
- E. Architect and/or engineer will also be on site weekly for an informal jobsite visit.

# 3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 7 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule at each monthly meeting if there is a change.

#### 3.04 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 NCDOT for review for the limited purpose of checking for conformance with the contract documents.
- C. Samples will be reviewed for color and finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 CLOSEOUT SUBMITTALS.

# 3.05 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 Designer's knowledge as contract administrator or for NC DOT. No action will be taken.

#### 3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- B. Submit for NC DOT's benefit during and after project completion.

# 3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
  - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that requires, plus two copies that will be retained by NCDOT.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by NCDOT.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to unless specifically so stated.

#### 3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

- C. Identify Project, SCO ID Number, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply'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. The submittal will be rejected by the Architect without this verification.
- E. Schedule submittals to expedite the Project, and coordinate submission of priority and related items.
- F. For each submittal for review, allow 15 days excluding delivery time.
- G. Identify variations from Contract Documents and Product or system limitations.
- H. Provide space for and NCDOT & Designer of Record review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Architect will distribute copies of reviewed submittals.

# 3.09 SOILS AND MATERIALS QUALITY ASSURANCE

- A. Quality assurance will be provided by Owner's in-house staff.
- B. General Contractor will notify the Architect 48 hours in advance to schedule the Owner's testing agent on site.
- C. The NCDOT Structural Engineer will provide an outline of testing and testing intervals to the General Contractor & Owner's testing agent.
- D. Testing will include soil and gravel compaction testing, and slump and strength testing for all concrete and structural grout (footing, slab, wall & sidewalk).
- E. Visual inspection of all structural elements will be done by the NCDOT Structural Engineer.

F. For testing requirements for plumbing, mechanical and electrical, see relevant specification sections.

# **SECTION 01 3216**

# CONSTRUCTION PROGRESS SCHEDULE

# PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

# 1.02 RELATED SECTIONS

A. Section 01 1000 - Summary: Work sequence.

# **1.03 REFERENCES**

- A. AGC (CPSM) Construction Planning and Scheduling Manual; Associated General Contractors of America; 2004.
- B. M-H (CPM) CPM in Construction Management Project Management with CPM, O'Brien, McGraw-Hill Book Company; 2006.

# PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

#### 3.01 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

#### 3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- C. Provide legend for symbols and abbreviations used.

#### 3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

# 3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Project schedule will be reviewed at the monthly meeting.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 7 days.

#### 3.05 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to's project site file, to Subcontractors, suppliers, NCDOT and NCDOT Designer of Record, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

# END OF SECTION

#### CONSTRUCTION PROGRESS SCHEDULE

# 36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

# **SECTION 01 4000**

#### QUALITY REQUIREMENTS

#### PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Control of installation.
- D. Testing and inspection services.
- E. Special inspections.
- F. Manufacturers' field services.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 3000 Administrative Requirements: Submittal procedures.
- B. Section 01 6000 Product Requirements: Requirements for material and product quality.

# 1.03 REFERENCE STANDARDS

- A. ASTM C1021 Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C1077 Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2011.
- C. ASTM C1093 Standard Practice for Accreditation of Testing Agencies for Masonry; 2009.
- D. ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2010.
- E. ASTM E329 Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2011.
- F. ASTM E543 Standard Specification for Agencies Performing Nondestructive Testing; 2009.

# 1.04 SUBMITTALS

- A. Contractor to submit concrete mix design and any additional information required elsewhere in the specifications.
- B. See Plumbing, Mechanical, and Electrical specifications for required testing.
- C. Testing Agency Qualifications:
  - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to NCDOT and NCDOT Designer of Record.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.

# QUALITY REQUIREMENTS

- f. Location in the Project.
- g. Type of test/inspection.
- h. Date of test/inspection.
- i. Results of test/inspection.
- j. Conformance with Contract Documents.
- k. When requested by NCDOT, provide interpretation of results.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and or installation/application subcontractor to NCDOT, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

# 1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Final Acceptance.
- E. Should specified reference standards conflict with Contract Documents, request clarification from NCDOT before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of NCDOT shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

# PART 2 EXECUTION

#### 2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instruction conflict with contract documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by person qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

# 2.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with NCDOT and in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify NCDOT and of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by NCDOT.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of.
  - 4. Agency has no authority to stop the Work.
- C. Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify NCDOT and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by beyond specified requirements.
  - 6. Arrange with NC DOT's agency and pay for additional samples, tests, and inspections required by beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by NCDOT.

# 2.03 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

#### 2.04 DEFECT ASSESSMENT

- A. Replace work or portions of the work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

# 36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

# **SECTION 01 6000**

# PRODUCT REQUIREMENTS

#### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

#### 1.02 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. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. 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.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

#### PART 2 PRODUCTS

#### 2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
- C. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- D. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

# 2.02 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.

# 2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

# PART 3 EXECUTION

# 3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- 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. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to NC DOT.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
  - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The NCDOT will notify in writing of decision to accept or reject request.

# 3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. 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.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

# 36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

# **SECTION 01 7000**

# EXECUTION AND CLOSEOUT REQUIREMENTS

# PART 1 GENERAL

# **1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of NC DOT personnel.
- G. Closeout procedures, except payment procedures.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 1000 Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 Administrative Requirements: Submittals procedures.
- C. Section 01 7800 Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Survey work: Staking and grading is to be done per contract document information, with General Contractor's Surveyor prior to starting work; Contractor is to alert Designer to any discrepancies.
  - 1. Submit surveys and survey logs for the project record.

# 1.04 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in North Carolina.
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in North Carolina.

# **1.05 PROJECT CONDITIONS**

- A. Grade site as shown on Contract document. Maintain excavations free of water. Provide, operate, and maintain pumping equipment if necessary.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. As work progresses, ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

#### **1.06 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.

# EXECUTION AND CLOSEOUT REQUIREMENTS

- 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 shown 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. General contractor to coordinate completion and clean-up of work of subcontractors.
- G. After NC DOT occupancy of premises, Owner's representative will coordinate access to site for correction of warranty work.

# PART 2 PRODUCTS

# 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections.
- 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.

# 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 NCDOT & Designer of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Designer 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 Designer.
- 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.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
- 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-conforming 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 plastic coverings if possible.

## 3.08 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by

the equipment or system manufacturer.

- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

## 3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

## 3.10 ADJUSTING

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

## 3.11 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, and drainage systems.
- 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.

# 3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Designer when work is considered ready for Designer Pre-Final Inspection.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Designer's review.
- D. Correct items of work listed in Pre-Final Inspection punch list and comply with requirements for access to NC DOT-occupied areas.
- E. Notify Designer when work is considered finally complete.
- F. Complete items of work determined by Designer's Final Inspection.

# **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. General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

## 1.03 SUBMITTALS

- A. Project Record Documents: ("As Built" mark-up set) Submit documents to Designer with claim for final Application for Payment.
- B. Operation and Maintenance Manual:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by NC DOT, submit completed documents with acceptance of work.
  - Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with NCDOT & Designer comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit three sets of final documents at the final inspection.
  - 4. Operation and Maintenance manuals shall be loose leaf notebook with "tabs" to separate sections.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with NC DOT's permission, submit documents with acceptance of work.
  - 2. Make other submittals at the final Application for Payment.
  - 3. For all the work, the date of warranty will be the date of the final inspection.

# 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, Project manual.
  - 2. Addenda, Bulletin drawings.
  - 3. Change Orders and other modifications to the Contract.
  - 4. Reviewed / approved shop drawing submittals, product data, and samples.
- B. Ensure entries are complete and accurate, enabling future reference by NC DOT.
- C. Store record documents separate from documents used for construction.

## CLOSEOUT SUBMITTALS

- D. Record the information as construction progresses.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.
  - 3. All subcontractors are to mark on the same record set.

## 2.02 OPERATION AND MAINTENANCE DATA

- A. 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 installation. 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. Provide for Each Product, applied material, and finish.
- 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.

## 2.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer'sprinted operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer'sparts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Additional Requirements: As specified in individual product specification sections.

## 2.05 OPERATION AND MAINTENANCE MANUALS

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data.
- G. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- H. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of NCDOT & Designer, Subcontractors, and major equipment suppliers.
  - Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.

## 2.06 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 NC DOT's permission, leave date of beginning of time of warranty until the Date of Final Acceptance is determined. All warranties and bonds must be submitted at (or by) the final inspection.
- 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. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

# **SECTION 02 4100**

# DEMOLITION

# PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of existing building finishes, toilet partitions, light and plumbing fixtures & accessories as indicated on drawings.

# 1.02 SUBMITTALS

A. Project Record Documents:

- 1. Identify location of capped utilities.
- 2. Submit forms titled "Section 01 1510A" and "Section 01 1510B" located following Section 01 1510 for the Construction and Demolition Materials Recycling Requirements.

# 1.03 PROJECT CONDITIONS

- A. Existing Conditions:
  - After the project is begun, the contractor is responsible for the condition of structures to be demolished. The owner does not warrant that the condition of structures to be demolished will not have changed since the time of inspection for bidding purposes.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and sealed.
- B. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required; see Landscape, Mechanical and Electrical drawings. Salvage costs shall be reflected in the Contractor's bid.
- C. Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.

## 3.02 PREPARATION

- A. Protection:
  - 1. Provide for the protection of persons passing around or through the area of demolition.
  - 2. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.
- B. Construct and maintain shoring, bracing, and supports as necessary to ensure the stability of structures.

# 3.03 UTILITY SERVICES

- A. Arrange with utility companies and shut off indicated utilities serving structures.
- A. Disconnect and cap indicated utilities before starting demolition operations.
- B. Identify location of capped utilities on project record documents.

# 3.04 POLLUTION CONTROLS

- A. Observe environmental protection regulations.
- B. Do not allow water usage that results in freezing or flooding.

## 3.05 DEMOLITION - GENERAL

A. Remove: Unless items are otherwise indicated to be reinstalled or salvaged, remove and scrap.

## DEMOLITION

- B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare for service; reinstall in the same location (or in the location indicated).
- C. Remove and Install New: Remove and dispose of items indicated and install new items in the same location (or in the location indicated).
- D. Remove and Salvage: Items indicated to be salvaged will remain the Owner's property. Carefully remove and clean items indicated to be salvaged; protect against damage; Owner may salvage some of the toilet fixtures, and toilet partitions.
- E. Remove and Scrap: Remove and dispose of items indicated in Section 01 1510 for the Construction and Demolition Materials Recycling Requirements.
  - 1. Items of value to the contractor: Do not store removed items on site.
- F. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the architect's permission, the contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- G. Perform work in a systematic manner.
- H. Perform selective demolition using methods which are least likely to damage work to remain and which will provide proper surfaces for patching.

# 3.06 DEMOLITION ON OR BELOW GRADE

A. Where portions of concrete slabs-on-grade are to be removed, first outline the portion with a concrete saw to a depth of at least 1 inch.

# 3.07 FILLING BELOW-GRADE AREAS AND VOIDS

A. Below-grade areas and voids resulting from demolition of structures shall be filled or excavated further, as appropriate, according to requirements specified elsewhere in Division 2.

# 3.08 DISPOSAL OF DEMOLISHED MATERIALS

- A. Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site. See Section 01 1510 for the Construction and Demolition Materials Recycling Requirements.
- B. Transport concrete or masonry debris resulting from demolition operations and dispose off the Owner's property.
- C. Transport all other materials resulting from demolition operations and legally dispose of off-site.
- D. Do not burn removed materials on project site.
- F. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

# 3.09 CLEANING

A. Clean soil, smudges, and dust from surfaces to remain.

## **SECTION 06 1000**

## **ROUGH CARPENTRY**

## PART 1 GENERAL

# 1.01 SECTION INCLUDES

- A. Preservative treated wood materials.
- B. Concealed wood blocking, nailers, and supports.
- C. Miscellaneous wood nailers, furring, and grounds.

## **1.02 RELATED REQUIREMENTS**

A. Section 09 2116 - Gypsum Board Assemblies: Gypsum-based sheathing.

## 1.03 REFERENCE STANDARDS

- A. ANSI A208.1 American National Standard for Particleboard; 2009.
- B. AFPA (WFCM) Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association; 2001.
- C. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- D. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010
- E. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- F. AWPA C2 Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- G. AWPA C9 Plywood -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- H. AWPA U1 Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- I. PS 20 American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce);2005.
- J. SPIB (GR) Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.

## 1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

## 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.

## PART 2 PRODUCTS

## 2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Complywith PS 20 and requirements of specified grading agencies.

- 1. 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.
- 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.
- 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).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: Kiln-dry or MC15.
- D. Stud Framing (2 by 2 through 2 by 6 ):
  - 1. Species: Any allowed under referenced grading rules.
  - 2. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16 ):
  - 1. Species: Any allowed under grading rules.
  - 2. Grade: No. 1 & Btr.
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

# 2.03 CONSTRUCTION PANELS

A. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

## 2.04 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. Water-Resistive Barrier: No. 15 asphalt felt.

# 2.05 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:
  - Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
     a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.

- Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
  - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.

# PART 3 EXECUTION

# 3.01 PREPARATION

- A. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- B. Coordinate installation of rough carpentry members specified in other sections.

## 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.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

## 3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Specifically, provide the following non-structural framing and blocking:
  - 1. Cabinets and shelf supports.
  - 2. Wall brackets.
  - 3. Handrails.
  - 4. Grab bars.
  - 5. Towel and bath accessories.
  - 6. Wall-mounted door stops.
  - 7. Chalkboards and marker boards.
  - 8. Wall paneling and trim.
  - 9. Joints of rigid wall coverings that occur between studs.

# 3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
  - 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
  - 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
  - 3. Install adjacent boards without gaps.
  - 4. Size and Location: As indicated on drawings.

## 3.05 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 1510.
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.

- 3. Do not burn scraps that have been pressure treated.
- 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

# **SECTION 06 2000**

## FINISH CARPENTRY

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Finish carpentry items.

## **1.02 RELATED REQUIREMENTS**

A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.

## 1.03 REFERENCE STANDARDS

- A. ANSI A208.1 American National Standard for Particleboard; 2009.
- B. AWI/AWMAC (QSI) Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- C. BHMA A156.9 American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- D. NEMA LD 3 High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

## **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

# 1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data:
  - 1. Provide instructions for attachment hardware and finish hardware.
- C. Shop Drawings: Indicate materials, dimensions, component profiles, fastening methods, jointing details, accessories, to a minimum scale of 1" = 1'-0".

# 1.06 QUALITY ASSURANCE

- A. Grade materials in accordance with the following:
  - 1. Softwood Lumber: In accordance with rules certified by ALSC; www.alsc.org.
  - 2. Plywood: Certified by the American Plywood Association.
- B. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

## 1.07 DELIVERY, STORAGE, AND HANDLING

A. Protect work from moisture damage.

## **1.08 PROJECT CONDITIONS**

- A. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner
- B. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.

## PART 2 PRODUCTS

## 2.01 FINISH CARPENTRY ITEMS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI//AWMAC/WI Architectural Woodwork Standards for Premium Grade.
- B. Unless otherwise indicated provide products of quality specified by AWI Architectural Woodwork Quality Standards Illustrated for Premium grade.

## 2.02 WOOD-BASED COMPONENTS

A. Wood fabricated from old growth timber is not permitted.

## 2.03 LUMBER MATERIALS

- A. Hardwood Lumber: Birch, maximum moisture content of 6 percent, finger jointed acceptable.
- B. Tongue & Groove soffit- 1x6 Clear (no knots) nominal tongue & groove Douglas Fir. No glued pieces. Natural stain. Clear coat. Install as shown.
- C. Softwood: Comply with NIST PS 20 and grade in accordance with the grading rules of the grading and inspection agency applicable to the species.
- D. For transparent finish, use only solid pieces of lumber; WM 4 N-grade.
- E. For opaque finish, pieces which are glued up may be used; WM 4 N- or P-grade.
- F. Moisture content: Not greater than that required by applicable grading rules; provide kiln-dried lumber.
- G. Provide lumber dressed on all exposed faces, unless otherwise indicated.
- H. Do not use twisted, warped, bowed, or otherwise defective lumber.
- I. Sizes indicated are nominal, unless otherwise indicated.
- J. Do not mark or color lumber, except where such marking will be concealed in finish work.

## 2.04 SHEET MATERIALS

- A. Hardwood Plywood: Face species as indicated, plain sawn, book matched, medium density fiberboard core; glue type as recommended for application.
- B. Plywood in concealed locations: Comply with NBS PS 1, Grade C minimum.

# 2.05 PLASTIC LAMINATE MATERIALS-NOT USED

## 2.06 ADHESIVE

A. Adhesive: Type recommended by laminate manufacturer to suit application.

# 2.07 FASTENINGS

A. Concealed Joint Fasteners: Threaded steel.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

#### FINISH CARPENTRY

C. Field verify all dimensions

## 3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

## 3.03 PREPARATION FOR SITE FINISHING

A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

## 3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

# **SECTION 07 2100**

## THERMAL INSULATION

## PART 1 GENERAL

## **1.01 SECTION INCLUDES**

A. Batt insulation at roof trusses. For replacement of batt insulation if damaged during renovation.

## 1.02 REFERENCE STANDARDS

- A. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2010a.
- B. ASTM C665 Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2006.
- C. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- D. ASTM E136 Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2011.
- E. NFPA 255 Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.

## 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

# **1.04 COORDINATION**

A. Coordinate the work with Section 07 2500 for installation of vapor retarder.

# PART 2 PRODUCTS

## 2.01 APPLICATIONS

A. Acoustic Batt Insulation at roof trusses.

# 2.02 BATT INSULATION MATERIALS

- A. 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. Facing: Kraft paper where covered/ foil facing where exposed.
  - 3. Thermal Resistance:.
    - a. R-38
  - 4. Manufacturers:
    - a. CertainTeed Corporation: www.certainteed.com.
    - b. Johns Manville Corporation: www.jm.com.
    - c. Owens Corning Corp: www.owenscorning.com.
  - 5. Substitutions: See Section 01 6000 Product Requirements.

# 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 and adhesive.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

## 3.02 BOARD INSTALLATION AT CAVITY WALLS

- A. Install boards to fit snugly between wall ties.
- B. Install boards horizontally on walls.
- C. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

## 3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- C. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

# 3.04 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

# **SECTION 09 2116**

## **GYPSUM BOARD ASSEMBLIES**

## PART 1 - GENERAL

# 1.01 SUMMARY

- A. Section Includes:
  - 1. Gypsum wallboard and ceiling board.
  - 2. Drywall finishing.

## 1.02 QUALITY ASSURANCE

Regulatory Requirements: Where required, provide fire-rated assemblies as listed in the following:
 1. Underwriters Laboratories Inc.'s (UL) "Fire Resistance Directory."

# PART 2 - PRODUCTS

## 2.01 GYPSUM BOARD

- A. Gypsum Wallboard and Ceiling Board: ASTM C 36; maximum lengths available to minimize end-toend butt joints in each area receiving finished gypsum board.
  - 1. Edges: Tapered.
  - 2. Thickness: 5/8 inch, except as otherwise shown (fire-resistant type).
- B. Manufacturers: Products of the following manufacturers or approved equal, provided they comply with requirements of the contract documents, will be among those considered acceptable:
  - 1. Domtar Gypsum.
  - 2. Georgia-Pacific Corporation.
  - 3. Gold Bond Building Products, a National Gypsum Division.
  - 4. USG Corporation.

# 2.02 TRIM AND ACCESSORIES

A. General: Except as otherwise specifically indicated, provide trim and accessories by manufacturer of gypsum board materials, made of galvanized steel or zinc alloy and configured for concealment in joint compound.

## 2.03 JOINT TREATMENT

- A. General: Provide products by manufacturer of gypsum boards. Comply with ASTM C 475 and with manufacturer's recommendations for specific project conditions.
- B. Joint Tape: Manufacturer's standard paper reinforcing tape.
- C. Setting Type Joint Compound: Chemical hardening type, for the following applications:
  - 1. Exterior use: Prefilling and topping.
- D. Drying Type Joint Compound: Vinyl-based type for interior use, and as follows:
   1. All-purpose type, for both embedding tape and as topping.

# 2.04 MISCELLANEOUS MATERIALS

A. General: Provide miscellaneous materials as produced or recommended by manufacturer of gypsum products.

# PART 3 - EXECUTION

# 3.01 INSTALLATION OF GYPSUM BOARD

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
  - 1. Wherever possible, install gypsum board to minimize butt end joints.
  - 2. Apply ceiling boards prior to installation of wallboards. Arrange to minimize butt end joints near center of ceiling area.
  - 3. Install wallboards in a manner which will minimize butt end joints in center of wall area. Stagger vertical joints on opposite sides of walls.
- B. Installation on Wood Framing:
  - 1. Single-layer application: Install gypsum board by the following method:

## **GYPSUM BOARD ASSEMBLIES**

a. Screw attachment.

# 3.02 FINISHING

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
- B. Finish gypsum board in accordance with the following level of finish per GA-214, except where indicated otherwise on the drawings:
  - 1. Level 3: Embed tape in joint compound at all joints and interior angles. Provide two separate coats of compound at all joints, angles, fastener heads, and accessories. Provide smooth surfaces free of tool marks and ridges.

# **SECTION 09 3000**

## TILING

# PART1 GENERAL

## 1.1 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Cementitious backer board as tile substrate.
- D. Stone thresholds.
- E. Ceramic trim.

# 1.2 RELATED REQUIREMENTS

- A. Section 07 9005 Joint Sealers.
- B. Section 09 2116 Gypsum Board Assemblies: Installation of tile backer board.

# 1.3 REFERENCE STANDARDS

- A. ANSI A108 Series/A118 Series/A136.1 American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2012.1.
  - 1. ANSI A108.1a American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2012.1.
  - ANSI A108.1b American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar; 2012.1.
  - 3. ANSI A108.10 American National Standard Specifications for Installation of Grout in Tilework; 2012.1.
  - 4. ANSI A108.11 American National Standard for Interior Installation of Cementitious Backer Units; 2012.1.
  - 5. ANSI A108.12 American National Standard for Installation of Ceramic Tile with EGP (Exterior glue plywood) Latex-Portland Cement Mortar; 2012.1.
  - 6. ANSI A108.13 American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2012.1.
  - 7. ANSI A118.1 American National Standard Specifications for Dry-Set Portland Cement Mortar; 2012.1.
  - 8. ANSI A118.4 American National Standard Specifications for Latex-Portland Cement Mortar; 2012.1.
  - 9. ANSI A118.6 American National Standard Specifications for Standard Cement Grouts for Tile Installation; 2012.1.
  - 10. ANSI A118.7 American National Standard Specifications for Polymer Modified Cement Grouts for Tile Installation; 2012.1.
  - 11. ANSI A118.9 American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2012.1.
  - 12. ANSI A118.10 American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2012.1.
- B. TCNA (HB) Handbook for Ceramic, Glass, and Stone Tile Installation; 2012.

## 1.4 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.

# 1.5 QUALITY ASSURANCE

A. Maintain one copy of The Tile Council of North America Handbook and ANSI A108 Series/A118 Series on site.

## 1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

## 1.7 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

## 1.8 EXTRA MATERIALS

A. Provide 10 sq. ft of each size, color, and surface finish of tile specified.

# PART 2 PRODUCTS

# 2.1 TILE

- A. Manufacturers: All products by the same manufacturer.
  - 1. Basis of design: Methods Series by Dal-Tile Corporation: www.daltile.com.
  - 2. Colors, Textures, and Patterns, Tile, Grout, and Other Products: Colors shall match the colors indicated below and as scheduled on drawings, as manufactured by the Dal-Tile Corporation and/or American Olean Tile approved equals (American Olean Tile or Florida Tile). Colors manufactured by a tile company other than that specified, as manufactured by the Dal-Tile Corporation, must be approved as equal in color and texture by the Architect and the Roadside Unit. A manufacturer other than Dal-Tile shall submit an actual sample comparison submittal board with their substitution samples mounted alongside the specified Dal-Tile samples for consideration as an equal tile product by the Architect and the Roadside Unit; the proposed substitution submittal board shall be submitted 10 days prior to the receipt of bids to Facilities Design, NCDOT, 1 S. Wilmington St., Raleigh, NC 27601, Attn: Lisa Keel, RA.
  - 3. Tile trim and accessories: Match color and finish of adjoining flat tile.
- B. Other acceptable manufacturers:
  - 1. American Olean: www.americanolean.com.
  - 2. Summitville Tiles, Inc: www.summitville.com.
  - 3. Substitutions: See Section 01 6000 Product Requirements.
- C. Unglazed Floor Tile: ANSI A137.1
  - 1. Size and Shape: As scheduled- see drawings A2.1-A2.3.
  - 2. Thickness: 3/8 inch
  - 3. Edges: Square.
  - 4. Surface Finish: Non-slip.
  - 5. Colors:
    - a. Field 1: DALTILE, PARKWAY SERIES- PK96 BEIGE, 18"X 18"- HORIZONTAL STACKED.
    - b. Field 2: DALTILE, PARKWAY SERIES- PK96 BEIGE, 12"X 24"- HORIZONTAL STACKED
    - c. Accent 7: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- ICE WHITE A25 (2) 2" x 2".
    - d. Accent 8: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- DILL PICKLE A83 (2) 2" x 2".
  - 6. Pattern: As shown in drawings.
- D. Unglazed Quarry Floor Tile: ANSI A137.1

- 1. Size and Shape: 6"x6", to match existing- see Floor Plan A1.1, for Janitor Sink..
- 2. Thickness: 3/8 inch
- 3. Edges: Square.
- 4. Surface Finish: Non-slip.
- 5. Color: Tan to match existing.
- E. Wall Tile: ANSI A137.1
  - 1. Size and Shape: As scheduled- see drawings A2.1-A2.3.
  - 2. Thickness: 3/8 inch
  - 3. Edges: Square.
  - 4. Surface Finish: Varies per tile selection.
  - 5. Colors:
    - a. Field: DALTILE, UNITY SERIES- P400 AVORIO. 12"X 24"- UNPOLISHED- HORIZONTAL STACKED
    - b. Cove Base: DALTILE, UNITY SERIES- P400 AVORIO. 6"X 12"- UNPOLISHED
    - c. Accent 1: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- ICE WHITE A25 (2). 1"X 1"
    - d. Accent 2: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- DILL PICKLE A83 (2). 1"X 1"
    - e. Accent 3: DALTILE, SHOWSCAPE, CRISP BLUE BRUSHSTROKE SH16 (2). 12"X 24" VERTICAL STACKED
    - f. Accent 4: DALTILE, UNITY SERIES- P400 AVORIO. 12"X 24" POLISHED-HORIZONTAL STACKED
    - g. Accent 5: DALTILE, UNITY SERIES- P400 AVORIO. 3"X 12" BULLNOSE -UNPOLISHED- VERTICAL STACKED
    - h. Accent 6: DALTILE, SHOWSCAPE, STYLISH WHITE BRUSHSTROKE SH09 (1). 12"X 24" HORIZONTAL STACKED

# 2.2 TRIM AND ACCESSORIES

- A. Ceramic Trim: Matching bullnose and cove base ceramic shapes in sizes indicated on drawings A2.1-A2.3.
  - 1. Applications: Use in the following locations:
    - a. Open Edges: Bullnose.
    - b. Inside Corners: Jointed.
    - c. Floor to Wall Joints: Cove base.
  - 2. Manufacturer: Same as for tile.
- B. Interior Thresholds: Marble, white, honed finish; 2 inches wide by full width of wall or frame opening; 1/2 inch; beveled one long edge with radiused corners on top side; without holes, cracks, or open seams.

## 2.3 ADHESIVE MATERIALS

- A. Manufacturers:
  - 1. Bonsal: www.bonsalamerican.com.
  - 2. Bostik Inc: www.bostik-us.com.
  - 3. Mapei Corporation: www.mapei.com.
  - 4. Substitutions: See Section 01 6000 Product Requirements.

# 2.4 MORTAR MATERIALS

- A. Manufacturers:
  - 1. Bonsal: www.bonsalamerican.com.
  - 2. Bostik, Inc: www.bostik-us.com.
  - 3. Custom Building Products: www.custombuildingproducts.com.
  - 4. Substitutions: See Section 01 6000 Product Requirements.
- B. Mortar Bed Materials: Portland cement, sand, latex additive, and water.

- C. Mortar Bond Coat Materials for Thin-Set Installations:
  - 1. Dry-Set Portland Cement type: ANSI A118.1.
  - 2. Latex-Portland Cement type: ANSI A118.4.

# 2.5 GROUTS

- A. Manufacturers:
  - 1. Bonsal: www.bonsalamerican.com.
  - 2. Bostik Inc: www.bostik-us.com.
  - 3. Custom Building Products: www.custombuildingproducts.com.
  - 4. Basis of Design: Quartz-Lock Grout, Star Quartz
  - 5. Substitutions: See Section 01 6000 Product Requirements.
- B. Urethane-Based Quartz Grout or 100% Solids Epoxy Grout at all floors and cove base; complying with ANSI A118.3.
  - 1. Mix in accordance with manufacturer's recommendations.
  - 2. Colors: Wall & cove base: **#145, Bone**; Floor: **#380, Charcoal gray**.

## 2.6 SEALANTS

A. Compatibility: Provide elastomeric sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates for project performance conditions; color shall match wall tile grout color.

# 2.7 THIN-SET ACCESSORY MATERIALS

- A. Reinforcing Mesh: 2 x 2 inch size weave of 16/16 wire size; welded fabric, galvanized.
- **B.** Cementitious Backer Board: ANSI A118.9; High density, cementitious, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.

# PART 3 EXECUTION

## 3.1 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 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 tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that concrete 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.
- E. Verify that required floor-mounted utilities are in correct location.

## 3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions.

Tape joints and corners, cover with skim coat of setting material to a feather edge.

E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.

# 3.3 INSTALLATION - GENERAL

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and TCA Handbook recommendations. Tile will be laid parallel/perpendicular to wall no diagonal patterns. Install tile in patterns indicated on drawings.
- B. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- 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. Install thresholds where indicated.
- E. Sound tile after setting. Replace hollow sounding units.
- F. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- G. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- H. Grout tile joints. Use standard grout unless otherwise indicated.
- I. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

## 3.4 INSTALLATION - FLOORS - THIN-SET METHODS

A. Over interior concrete substrates, install in accordance with TCA Handbook Method F113, dry-set or latex-portland cement bond coat, with standard grout.

# 3.5 INSTALLATION - WALL TILE

A. Over backer units as indicated on studs, install in accordance with The Tile Council of North America Handbook Method W247.

# 3.6 CLEANING

A. Clean tile and grout surfaces.

# 3.7 PROTECTION

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

## 3.8 WASTE MANAGEMENT

- A. Separate waste in accordance with Section 01 7419 and place in designated areas in the following categories for recycling:
  - 1. Half tiles and larger, set aside for reuse as replacement, donation to non-profit organizations such as Habitat for Humanity, etc.
  - 2. Broken tile and cutoffs smaller than 1/2 tile, excess mortar and grout, crush for use as sub-base or non-structural fill.
  - 3. Separate metal waste and place in designated area for recycling.
  - 4. Separate cardboard waste and place in designated area for recycling.

# **SECTION 09 7720**

# DECORATIVE FIBERGLASS REINFORCED WALL PANELS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- Α. Section Includes: Prefinished polyester glass reinforced plastic sheets and adhered to unfinished gypsum wallboard.
  - Aluminum PVC trim. 1.
  - 2. PVC Wall base.
- Β. Products Not Furnished or Installed under This Section:
  - Gypsum [Cementitious] substrate board. 1.
  - Resilient Base. 2.

#### **RELATED SECTIONS** 1.2

- Α. Section 061000- Rough Carpentry
- Β. Section 092600 - Gypsum Board System
- C. Section 099000 - Painting

#### 1.3 REFERENCES

- Α. American Society for Testing and Materials: Standard Specifications (ASTM)
  - ASTM D 256 Izod Impact Strengths (ft #/in) 1.
  - 2.
  - ASTM D 570 Water Absorption (%) ASTM D 638 Tensile Strengths (psi) & Tensile Modulus (psi) 3.
  - ASTM D 790 Flexural Strengths (psi) & Flexural Modulus (psi) 4.
  - 5. ASTM D 2583- Barcol Hardness
  - 6. ASTM D 5319 - Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels.
  - 7. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

#### 1.4 SUBMITTALS

- Α. Product Data: Submit sufficient manufacturer's data to indicate compliance with these specifications, including:
  - Preparation instructions and recommendations. 1.
  - Storage and handling requirements and recommendations. 2.
  - Installation methods. 3.
- Β. Selection Samples: Submit manufacturer's standard color pattern selection samples representing manufacturer's full range of available colors and patterns.

## 1.5 QUALITY ASSURANCE

- A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:
  - 1. ASTM E 84 (Method of test for surface burning characteristics of building Materials)
    - a. Wall Required Rating Class A

# 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials factory packaged on strong pallets.
- B. Store panels and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (70°) for 48 hours prior to installation.

## 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Building are to be fully enclosed prior to installation with sufficient heat (70°) and ventilation consistent with good working conditions for finish work
- B. During installation and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer.
  - 1. Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

## 1.8 WARRANTY

A. Furnish one year guarantee against defects in material and workmanship.

# PART 2 - PRODUCTS

- 2.1 ACCEPTABLE MANUFACTURERS:
  - A. Marlite; <u>www.marlite.com</u>. Basis of design: Marlite Standard FRP
  - B. Fiber-Tech Industries, Inc.; <u>www.fiber-tech.net</u>
  - C. Kal-Lite; <u>www.kal-lite.com</u>

## 2.2 PANELS

- A. Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319.
  - 1. Coating: Multi-layer print, primer and finish coats or applied over-layer.
  - 2. Dimensions:
    - a. Thickness 0.090 " (2.29mm) nominal
    - b. Width 4'-0" (1.22m) nominal
      - c. Length: As indicated on the drawings nominal
  - 3. Tolerance:
    - a. Length and Width: +/-1/8 " (3.175mm)

- Square Not to exceed 1/8 " for 8 foot (2.4m) panels or 5/32 " (3.96mm) for 10 foot b. (2.4m) panels
- Β. Properties: Resistant to rot, corrosion, staining, denting, peeling, and splintering.
  - 1.
  - Flexural Strength 1.0 x 10<sup>4</sup> psi per ASTM D 790. (7.0 kilogram-force/square millimeter) Flexural Modulus 3.1 x 10<sup>5</sup> psi per ASTM D 790. (217.9 kilogram-force/square millimeter) 2.
  - 3.
  - Tensile Strength 7.0 x 10<sup>3</sup> psi per ASTM D 638. (4.9 kilogram-force/square millimeter) Tensile Modulus 1.6 x 10<sup>5</sup> psi per ASTM D 638. (112.5 kilogram-force/square millimeter) 4.
  - Water Absorption 0.72% per ASTM D 570. 5.
  - Barcol Hardness (scratch resistance) of 35 55 as per ASTM D 2583. 6.
  - Izod Impact Strength of 72 ft. lbs./in ASTM D 256 7.
- C. Back Surface: Smooth. Imperfections which do not affect functional properties are not cause for rejection.
- Front Finish: D.
  - Color: As selected by architect from manufacturer's standard palette. a.
  - b. Surface: Smooth
  - Fire Rating: Class A. C.
  - Size: As indicated on drawings. d.

#### BASE 2.3

- Base Molding for 0.090 " (2.29mm) thick FRP Panels Α.
  - Color: As selected by architect from manufacturer's standard palette. 1.

#### 2.4 MOLDINGS

Aluminum Trim: Heavy weight extruded aluminum 6063-T5 alloy prefinished at the factory.

- 1. Profiles :
  - a. F 550 Inside Corner, 8' length
  - F 561 Outside Corner, 8' length b.
  - F 565 Division, 8' length C.
  - F 570 Edge, 8' length d.
  - Color: Brite Anodized e.

#### 2.5 ACCESSORIES

- Fasteners: Non-staining nylon drive rivets. Α.
  - Match panel colors. 1.
  - Length to suit project conditions. 2.
- Β. Adhesive: Either of the following construction adhesives complying with ASTM C 557.
  - 1. FRP Adhesive - Water- resistant, non-flammable adhesive.
  - 2. Construction Adhesive - Flexible, water-resistant, solvent based adhesive, formulated for fast, easy application.
  - Advanced Polymer Panel Adhesive VOC compliant, non-flammable, environmentally safe 3. adhesive.
- C. Sealant:
  - 1. Clear Silicone Sealant..

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.
  - 1. Verify that stud spacing does not exceed 24" (61cm) on-center.
- B. Repair defects prior to installation.
  - 1. Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

## 3.2 INSTALLATION

- A. Comply with manufacturer's recommended procedures and installation sequence.
- B. Cut sheets to meet supports allowing 1/8" (3 mm) clearance for every 8 foot (2.4m) of panel.
  - 1. Cut and drill with carbide tipped saw blades or drill bits, or cut with shears.
  - 2. Pre-drill fastener holes 1/8" (3mm) oversize with high speed drill bit.
    - a. Space at 8" (200mm) maximum on center at perimeter, approximately 1" from panel edge.
    - b. Space at in field in rows 16' (40.64cm) on center, with fasteners spaced at 12" (30.48 cm) maximum on center.
- C. Apply panels to board substrate, above base, vertically oriented with seams plumb and pattern aligned with adjoining panels.
  - 1. Install panels with manufacturer's recommended gap for panel field and corner joints.
    - a. Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.
    - b. Drive fasteners for snug fit. Do not over-tighten.
- D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.
  - 1. All moldings must provide for a minimum 1/8 " (3mm) of panel expansion at joints and edges, to insure proper installation.
    - 2. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

## 3.3 CLEANING

- A. Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner.
- B. Refer to manufacturer's specific cleaning recommendations Do not use abrasive cleaners.

# END OF SECTION

## **SECTION 09 9000**

#### PAINTING AND COATING

#### PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
  - 1. Items fully factory-finished unless specifically so 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, and operating parts of equipment.
  - 5. Floors, unless specifically so indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

## 1.02 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.

## 1.03 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing the work as described in this section, with minimum three years experience.

#### 1.04 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 and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

## **1.05 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 exterior coatings during rain or snow, when CMU is damp, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer'sinstructions.
- F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## PART 2 PRODUCTS

## 2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Duron, Inc: www.duron.com.
  - 2. Glidden Professional: www.gliddenprofessional.com.
  - 3. Benjamin Moore & Co: www.benjaminmoore.com.
  - 4. Sherwin-Williams: www.sherwin-williams.com
- C. Transparent Finishes:
  - 1. Base Manufacturer: ICI Paints.
- D. Block Fillers:
- E. Substitutions: See Section 01 6000 Product Requirements.

# 2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings 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. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
  - 1. Provide coatings that comply with the most stringent requirements specified in the following:
    - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

# 2.03 PAINT SYSTEMS - EXTERIOR

- A. Ferrous Metals, Primed, Alkyd, 2 Coat (Hollow Metal Doors and Frames):
  - 1. Touch up with rust-inhibitive primer recommended by top coat manufacturer.
  - 2. Gloss: Two coats of alkyd enamel.
- B. Cedar Siding, Trim, Soffits and Wood columns:
  - 1. Flat: Two coats of 100% acrylic latex enamel.

# 2.04 PAINT SYSTEMS - INTERIOR

- A. Ferrous Metals, Primed, Alkyd, 2 Coat (HM doors and frames/ lintels):
  - 1. Touch-up with alkyd primer.
  - 2. Gloss: Two coats of alkyd enamel.

- B. Wood, Alkyd, 2 Coat:
  - 1. One coat of alkyd primer sealer.
  - 2. Eggshell: One coat of alkyd enamel.
- C. Gypsum Board, Latex-Acrylic, 2 Coat:
  - 1. One coat of alkyd primer sealer.
  - 2. Eggshell: One coat of latex-acrylic enamel.

## PART 3 EXECUTION

## 3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating 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 or mask 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. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

# 3.02 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

# **SECTION 10 1700**

## PLASTIC TOILET COMPARTMENTS

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
  - 1. Water-closet compartments and urinal screens (toilet partitions) metallic finish.
  - 2. Restroom counters at wall.

## 1.02 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Panel Color Verification Samples: Submit 6-inch-square samples of each panel finish type and color to be installed.
- D. Manufacturer's Instructions.
- E. Maintenance Data.

## 1.03 QUALITY ASSURANCE

A. Regulatory Requirements: Products and finished installations to be used by handicapped persons must comply with requirements of the 2012 NC Building Code, Chapter 11, Accessibility, and ICC A117.1.

## 1.04 COORDINATION

A. Use manufacturer's instructions and data to determine anchorage requirements for panel systems. In a timely manner, distribute to affected installers of related work those system components and anchorage devices provided by panel manufacturer for incorporation into other work.

## **PART 2 - PRODUCTS**

## 2.01 PANEL SYSTEMS

- A. Compartments: Provide compartments fabricated of partitions and erected using the following panel systems at locations indicated on the drawings:
  - 1. Solid plastic, floor-anchored and overhead-braced.
- B. Screen Systems: Provide screens erected using the following panel systems at locations indicated on the drawings:
  - 1. Solid plastic, wall-hung, floor supported, and overhead braced.

# 2.02 PANEL MATERIALS

- A. Plastic Solid Plastic:
  - 1. Panel material: High-density polyethylene or polypropylene, of homogeneous composition and color throughout, minimum thickness of material 1 inch. Provide seamless panels with eased edges.
  - 2. Plastic Panel; Continuous mounting brackets in matching colors;
    - a. Accurate Partitions, color shall match Scranton Products, "Nickel".
    - b. Sanymetal, color shall match Scranton Products, "Nickel".
    - c. Scranton Products.\*: "Nickel" for all Toilet partitions and for all counters at walls or approved equal; <u>www.scrantonproducts.com</u>.
  - 3. Hardware, head rails, heat-sink, shoes, and accessories. Manufacturer's standard styles. The following materials will be acceptable:
    - a. Chromium-plated nonferrous cast alloy ("Zamac").
    - b. Extruded aluminum, anodized and polished and stainless steel shoes.
  - 4. Manufacturers: Products of the following manufacturers or approved equal, provided they comply with requirements of the contract documents, will be among those considered acceptable (colors shall match those specified above):
    - a. Scranton Products\*: Santana/Comtec/Capitol.
    - b. The Sanymetal Products Company, Inc.
    - c. Accurate Partitions Corp. Lyons, IL or approved equal.

# 2.03 ACCESSORIES

- A. General: Provide hardware and accessories as necessary to properly install panel systems indicated.
  - 1. **Hinge**: Self-closing, continuous type hinge, surface-mounted; adjustable to permit door to rest at any angle or closed angle.
  - 2. Latch for non-handicapped compartments: Surface-mounted type, with emergency access feature. Provide stop and keeper with rubber bumper.
  - 3. Latch for handicapped compartments: Surface-mounted sliding latch (for inner side of compartment doors), with emergency access feature, designed for use by handicapped persons.
  - 4. Provide **door pulls** on all doors, including handicapped compartments (for outer side of compartment doors): Suitable for use by handicapped persons.
  - 5. Combination coat hook with rubber bumper: Provide unit of sufficient length to prevent compartment door from striking installed toilet accessories. Locate a minimum of 16" below top of door.
  - 6. Leveling-and-anchorage devices: Rust-resistant steel devices as recommended by panel manufacturer for installation of panels in conditions indicated.
  - 7. Metal shoes: Stainless steel. Minimum shoe height: 3 inches.
  - 8. Fasteners: Tamper-resistant rust-proof, exposed fasteners as recommended by panel manufacturer for installation of panels and hardware in conditions indicated. Finish to match hardware.
  - 9. **Overhead bracing**: Antigrip headrail bracing fabricated from continuous extruded aluminum, clear anodized finish.
  - 10. **Brackets**: All panels shall be mounted with continuous panel brackets of aluminum, and anchored to continuous wall blocking.
  - 11. Heat-Sink: Provide solid aluminum strips at the bottom of all panels or Class A rated panels.

# PART 3 - EXECUTION

# 3.01 INSTALLATION

A. Perform installation in accordance with manufacturer's instructions, except where more restrictive requirements are shown, specified, or are necessary for project conditions.

# **SECTION 10 8100**

## **TOILET ACCESSORIES**

## PART 1 - GENERAL

## 1.01 SUMMARY

- A. Section Includes:
  - 1. Paper Towel Dispenser and waste receptacles.
  - 2. Soap Dispenser.
  - 3. Mirrors (2-year warranty).
  - 4. Grab bars.
  - 5. Toilet Paper Dispenser.
  - 6. Sanitary Napkin Disposal Units.
  - 7. Combination utility shelf / mop and broom holders.
  - 8. Hand Dryers.

## 1.02 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Manufacturer's Instructions.

## **PART 2 - PRODUCTS**

## 2.01 MANUFACTURERS

- A. For each distinct type of toilet accessory, provide accessories fabricated by a single manufacturer.
- B. All model numbers specified are products of **Bobrick\* Washroom Equipment, Inc.**
- C. Only equivalent products of the following other manufacturers complying with the following **Bobrick Washroom Equipment, Inc.** provided they comply with requirements of the contract documents or approved equal, will be considered acceptable:
  - 1. A & J Washroom Accessories
  - 2. American Specialties, Inc. (ASI)
  - 3. Bradley Corporation

# 2.02 TOILET ACCESSORIES

A. Recessed Towel Dispenser and Waste Receptacle: 600 C-fold paper towels, 12 gallon waste capacity bottom cabinet, locking doors/cabinets, recessed flush with wall, stainless steel; no sharp edges, seamless wall flanges, concealed piano hinges.

- 1. Product: "Classic" Model B-3944 manufactured by Bobrick.
- B. Surface Mounted Towel Dispenser and Waste Receptacle: 600 C-fold paper towels, 12 gallon waste capacity bottom cabinet, locking doors/cabinets, protrudes from wall 8 ½" maximum, stainless steel; no sharp edges, seamless wall flanges, concealed piano hinges.
  - 1. Product: "Classic" Model B-3949 manufactured by Bobrick.
- C. Soap Dispenser: Surface mounted, 40 oz. of soaps or lotions capacity, locking stainless cabinet (key), soap level slot.
  - 1. Product: "Classic" Model B-2111 manufactured by Bobrick.
- D. Mirror 1: Stainless steel framed, 1/4" thick float glass mirror.
  - 1. Sizes: 18" x 36".
  - 2. Frame: Radius edges, with mitered and welded and ground corners, and tamperproof hanging system; burr free satin finish.
  - 3. Product: Model B-290 1836 manufactured by Bobrick.
- E. Mirror 1: Stainless steel framed, ¼" thick float glass mirror.
  - 1. Sizes: 18" x 30".
  - 2. Frame: Radius edges, with mitered and welded and ground corners, and tamperproof hanging system; burr free satin finish.
  - 3. Product: Model B-290 1830 manufactured by Bobrick.
- F. Grab Bar 1:
  - 1. Basis of design: B-5806.99 42".
    - a. Stainless steel, nonslip gripping surface and concealed mounting, Model B-5806.99, by Bobrick.
- G. Grab Bar 2:
  - 1. Basis of design: B-5806.99 36".
    - a. Stainless steel, nonslip gripping surface and concealed mounting, Model B-5806.99, by Bobrick.
- H. Grab Bar 3:
  - 1. Basis of design: B-5806.99 18".
    - a. Stainless steel, nonslip gripping surface and concealed mounting, Model B-5806.99, by Bobrick.
- I. Toilet Paper Dispensers:
  - 1. Basis of design: B-4288 Bobrick.
  - a. Stainless steel.
  - b. 2 roll dispenser, key lock & vandal resistant.

The Contractor shall secure dispensers with stainless steel fasteners to the plastic toilet partitions and tiled stud walls; solid 2x wood blocking shall be provided at all wall mounted toilet accessories.

- J. Partition Mounted Sanitary Napkin Disposal:
  - 1. Basis of design: B-354 Bobrick.
    - a. Stainless steel.
    - b. Serves 2-compartments.
- K. Recessed Sanitary Napkin Disposal:
  - 1. Basis of design: B-353 Bobrick.
    - a. Stainless steel.
    - b. Single end compartments.
- M. Hand Dryers: (Option-Bobrick)
  - 1. Basis of design: Surface mounted sensor hand dryer "Excel" Model XL-BW, by Xlerator.
    - a. Automatic hand dryer, stainless steel finish, 120v, 1500w.
    - b. Mount 48" above finish floor.

## 2.03 MATERIALS

- A. Stainless steel: Type-304 stainless steel with satin finish, typical for all accessories.
- B. Mounting Devices and Fasteners: Provide toilet accessory manufacturer's recommended items for substrates and conditions indicated.

# 2.04 FABRICATION

A. Manufacturer's Trademarks and Model Numbers: Permanently affix manufacturer's name and model number to unexposed surface of accessory.

# PART 3 - EXECUTION

## 3.01 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- B. Accessories Installed for Use by Handicapped Persons: Install as indicated on drawings and in accordance with the 2012 NC Building Code, Chapter 11, Accessibility, and ANSI A117.1.

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#### STANDARD SPECIAL PROVISION AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS: (5-20-08)

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*General Statute 143C-6-11.* (*h*) *Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

## **BIDS:**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$2.5 million, the bid will not be considered for award.

# **DIVISION LET CONTRACT PREQUALIFICATION:** (07-01-14)

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <a href="https://connect.ncdot.gov/business/Prequal/Pages/default.aspx">https://connect.ncdot.gov/business/Prequal/Pages/default.aspx</a>.

## SAFETY VESTS:

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

## **CONTRACTOR CLAIM SUBMITTAL FORM:**

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or <u>http://ncdot.org/doh/operations/dp\_chief\_eng/constructionunit/formsmanuals/</u>

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# **DRIVEWAYS AND PRIVATE PROPERTY:**

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

## **COOPERATION WITH STATE FORCES:**

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer.

## ERRATA:

(1-17-12) (Rev. 04-21-15)

Revise the 2012 Standard Specifications as follows:

#### **Division 2**

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25". Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1,** replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12,** replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33,** replace "(6) Approval" with "(4) Approval".

## Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace "1032-9(F)" with "1032-6(F)".

#### **Division 4**

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace "sheet pile" with "reinforcement".

#### **Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments,** replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

**Page 6-11, Table 609-1 Control Limits,** replace "Max. Spec. Limit" for the Target Source of  $P_{0.075}/P_{be}$  Ratio with "1.0".

**Page 6-40, Article 650-2 Materials,** replace "Subarticle 1012-1(F)" with "Subarticle 1012-1(E)"

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#### **Division 7**

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace "competion" with "completion".

#### **Division 8**

**Page 8-23, line 10, Article 838-2 Materials,** replace "Portland Cement Concrete, Class B" with "Portland Cement Concrete, Class A".

#### **Division 10**

Page 10-166, Article 1081-3 Hot Bitumen, replace "Table 1081-16" with "Table 1081-2", replace "Table1081-17"with"Table1081-3", and replace"Table 1081-4".

#### **Division 12**

Page 12-7, Table 1205-3, add "FOR THERMOPLASTIC" to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace "Table 1205-2" with "Table 1205-4".

Page 12-8, Table 1205-4 and 1205-5, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

Page 12-9, Subarticle 1205-6(B), line 21, replace "Table 1205-4" with "Table 1205-6".

Page 12-11, Subarticle 1205-8(C), line 25, replace "Table 1205-5" with "Table 1205-7".

#### **Division 15**

**Page 15-4, Subarticle 1505-3(F) Backfilling, line 26,** replace "Subarticle 235-4(C)" with "Subarticle 235-3(C)".

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$ 

Page 15-6, Subarticle 1510-3(B), line 32, delete "may be performed concurrently or" and replace with "shall be performed".

Page 15-17, Subarticle 1540-3(E), line 27, delete "Type 1".

#### Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation,** replace "1633.01" with "1631.01".

#### PLANT AND PEST QUARANTINES:

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds) (3-18-03) (Rev. 10-15-13)

Z-04a

#### Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

#### **Originating in a Quarantined County**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

#### Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or *http://www.ncagr.gov/plantind/* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

- 1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
- 2. Plants with roots including grass sod.
- 3. Plant crowns and roots.
- 4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
- 5. Hay, straw, fodder, and plant litter of any kind.
- 6. Clearing and grubbing debris.
- 7. Used agricultural cultivating and harvesting equipment.
- 8. Used earth-moving equipment.
- 9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

# MINIMUM WAGES

Z-5

- **FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.
- **STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**ON-THE-JOB TRAINING** 

(10-16-07) (Rev. 5-21-13)

#### Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

### Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

#### **Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at www.ncbowd.com/section/on-the-job-training.

## **Training Classifications**

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators

Office Engineers

Truck Drivers Carpenters Concrete Finishers Pipe Layers Estimators Iron / Reinforcing Steel Workers Mechanics Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

#### **Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

### **Trainee Interviews**

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

## Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

## Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

#### **Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.

LISTIN	G OF N	ABE / WBE	SUBCONTRACTORS	Sheet of	
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
* The Dollar Volume shown in this column sl Price Agreed Upon by the Prime Contractor ar subcontractor, and these prices will be used percentage of the MBE/WBE participation in th	nd the MBE/ to determin	WBE the MBE Per	Volume of MBE Subcontractor       \$         rcentage of Total Contract Bid Price          Nulmer of WDE Subcontractor       \$	0⁄/0	
** Dollar Volume of MBE/WBE Subcontrac Total Contract Bid Price: If firm is a Material Supplier Only, show Dollar If firm is a Manufacturer, show Dollar Volume of	· Volume as (	ge of <b>WBE Pe</b> r 60% of Agreed Up			

## **EXECUTION OF BID**

## NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

#### **CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S.* § *133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

#### SIGNATURE OF CONTRACTOR

Full name of C	Corporation
Address as Pr	requalified
	-
Attest F	By President/Vice President/Assistant Vice President
Secretary/Assistant Secretary Select appropriate title	President/Vice President/Assistant Vice President Select appropriate title
Print or type Signer's name	Print or type Signer's name
	CORPORATE SEAL
AFFIDAVIT MUST	Γ BE NOTARIZED
Subscribed and sworn to before me this the	
day of 20	
	NOTARY SEAL
Signature of Notary Public	
ofCounty	
State of	
My Commission Expires:	

## EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

#### PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S.* § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

\_\_\_\_ By \_\_\_\_

Signature of Witness	
Print or type Signer's name	

Signature of Partner

**NOTARY SEAL** 

Print or type Signer's name

#### **AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_.

Signature of Notary Public

of \_\_\_\_\_County

State of \_\_\_\_\_

My Commission Expires:\_\_\_\_\_

## EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

#### LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S.* § *133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF C	CONTRACTOR
----------------	------------

Full Name o	f Firm
Address as Pre	qualified
Signature of Witness	Signature of Member/Manager/Authorized Agent Select appropriate title
Print or type Signer's name	Print or type Signer's Name
AFFIDAVIT MUST	BE NOTARIZED
Subscribed and sworn to before me this the	NOTARY SEAL
day of 20	
Signature of Notary Public	
Signature of Notary Fublic	
ofCounty	
State of	
My Commission Expires:	

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#### **EXECUTION OF BID**

# NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

#### JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

#### SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(2)		Name of Joint Venture		
		Name of Contractor		
-		Address as Prequalified		
-	Signature of Witness or Attest	Ву	Signature of Contractor	
-	Print or type Signer's name	<u></u>	Print or type Signer's name	
	If Corporation, affix Corporate Seal	and		
(3)				
-		Name of Contractor		
-		Address as Prequalified		
-	Signature of Witness or Attest	Ву	Signature of Contractor	
-	Print or type Signer's name		Print or type Signer's name	
	If Corporation, affix Corporate Seal			
		and		
	Name of Contractor (for 3 Joint Venture only)			
(4)		Name of Contractor (for 3 Joint Venture only)		
(4)		Name of Contractor (for 3 Joint Venture only) Address as Prequalified		
(4)	Signature of Witness or Attest			
(4)	Signature of Witness or Attest		Signature of Contractor	
(4)		Address as Prequalified		
-	Signature of Witness or Attest Print or type Signer's name If Corporation, affix Corporate Seal	Address as Prequalified By NOTARY SEAL	Signature of Contractor Print or type Signer's name NOTARY SEAL	
ARY SEA.	Signature of Witness or Attest Print or type Signer's name If Corporation, affix Corporate Seal	Address as Prequalified By	Signature of Contractor Print or type Signer's name NOTARY SEAL Affidavit must be notarized for Line (4	
ARY SEA. avit must cribed and	Signature of Witness or Attest Print or type Signer's name If Corporation, affix Corporate Seal L be notarized for Line (2) d sworn to before me this	Address as Prequalified By NOTARY SEAL Affidavit must be notarized for Line (3)	Signature of Contractor Print or type Signer's name NOTARY SEAL Affidavit must be notarized for Line (4 Subscribed and sworn to before me th	
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## EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

## INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S.* § *133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

#### SIGNATURE OF CONTRACTOR

Name of Contractor

Trading and doing business as

Signature of Witness

Print or type Signer's name

Signature of Contractor, Individually

Print or type Signer's name

## **AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_.

Signature of Notary Public

of \_\_\_\_\_County

State of \_\_\_\_\_

My Commission Expires:\_\_\_\_\_

**NOTARY SEAL** 

Individual name

Full name of Firm

## EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

### INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S.* § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

## SIGNATURE OF CONTRACTOR

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED** 

Subscribed and sworn to before me this the

NOTARY SEAL

\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_.

Signature of Notary Public

of \_\_\_\_\_County

State of \_\_\_\_\_

My Commission Expires:\_\_\_\_\_

## **DEBARMENT CERTIFICATION**

Conditions for certification:

- 1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
- 2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded,* as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
- 3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
- 4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR* 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.
- 5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

## **DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.



Check here if an explanation is attached to this certification.

# Execution of Contract

Contract No: 11509982

**County: Camden** 

ACCEPTED BY THE DEPARTMENT

**Contract Officer** 

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

#### **BID FORM**

North Carolina Department of Transportation	Contract:
Camden County Rest Area Refurbishment	Bidder:
	Date:

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with *North Carolina Department of Transportation* in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of *Camden County Rest Area Refurbishment* in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the *State of North Carolina Department of Transportation and the North Carolina Department of Transportation* with a definite understanding that no money will be allowed for extra, work except as set forth in the *Standard Specifications* and the contract documents, for the sum of:

#### SINGLE PRIME CONTRACT: Base Bid: Dollars (\$ Add Alternate #1 – Exterior Painting: Dollars (\$ **Total Amount Bid**: Dollars (\$ \_\_\_\_\_ List Subcontractors: General Contractor: License No. Plumbing Subcontractor: License No. Mechanical Subcontractor: License No. **Electrical Subcontractor:** License No.

## ADDENDUM(S)

## ADDENDUM #1

I, \_\_\_\_\_ representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_ representing \_\_\_\_\_\_ (SIGNATURE)

Acknowledge receipt of Addendum #2.

## ADDENDUM #3

I, \_\_\_\_\_ representing \_\_\_\_\_\_ (SIGNATURE)

Acknowledge receipt of Addendum #3.

## STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION RALEIGH, NC

# **BID BOND**

Principal:		
	Name of Principal Contractor	
Surety:		
	Name of Surety	
Contract Number:	County:	_
Date of Bid:		

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Standard have fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the \_\_\_\_\_, 20 \_\_\_\_\_,

Surety

By \_

General Agent or Attorney-in-Fact Signature

Seal of Surety

## **CORPORATION**

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By

Signature of President, Vice President, Assistant Vice President Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary Select appropriate title

## LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

Signature of Member/ Manager/Authorized Agent

Individually

## INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

## INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Print or type Individual Name

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

## PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By \_\_\_\_\_ Signature of Partner

Print or type Signer's name

Signature of Witness

#### BID BOND JOINT VENTURE (2 or 3) SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

) _			
		Name of Joint Venture	:
) <u> </u>			
		Name of Contractor	
-		Address as prequalified	1
-	Signature of Witness or Attest	Ву	Signature of Contractor
_			
	Print or type Signer's name		Print or type Signer's name
	If Corporation, affix Corporate Seal		
		and	
) _		Name of Contractor	
-		Address as prequalified	1
-	Signature of Witness or Attest	By	Signature of Contractor
	Signature of Whitess of Auest	By	Signature of Contractor
-	Print or type Signer's name		Print or type Signer's name
	If Corporation, affix Corporate Seal		
		and	
) _	Name	of Contractor (for 3 Joint Vo	enture only)
_		Address as prequalified	
_			
	Signature of Witness or Attest	Ву	Signature of Contractor
	Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal