

PROJECT MANUAL

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

DIVISION 10; MAIN OFFICE ALTERATIONS;

ALBEMARLE, NC.

COMMISSION NO.: 2401



DATE OF ISSUANCE: 09-04-2024

SCO ID NO.: 24-28345-01A

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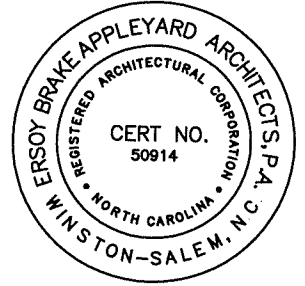
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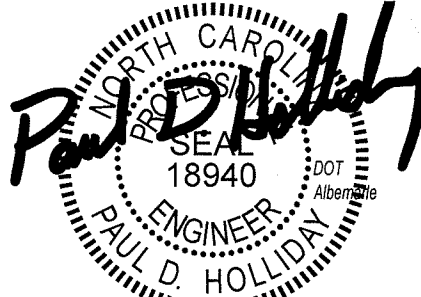
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ERSOY BRAKE APPELYARD ARCHITECTS, P.A.
ARCHITECTURE/ PLANNING/INTERIORS
390 S. STRATFORD ROAD, SUITE C
WINSTON-SALEM, NORTH CAROLINA 27101.



09/04/24

HOLLIDAY ELECTRICAL MECHANICAL ENGINEERING
PLUMBING, FIRE PROTECTION, HVAC, & ELECTRICAL ENGINEERING
WINSTON-SALEM, NC.



08-09-2024

PROJECT MANUAL:
Bidding & Administration
Division 1 – General Requirements

NCDOT DIV. 10
MAIN OFFICE ALTERATIONS
ALBEMARLE, NC.

COMMISSION NO: 2401
SCO ID NO.: 24-28345-01A

ADVERTISEMENT FOR BIDS

Sealed Single-Prime Proposals, from Qualified Contractors, will be received by Sean Epperson, PE until **3:00 PM** (Time) on **October 10, 2024** (Date), in the **NCDOT Div. 10 Office Conference Room**, at **716 W. Main Street, Albemarle, NC 28001** (Location), for the construction of the **“NCDOT Division 10 Main Office Alterations”** (Project), at which time and place Bids will be publicly opened and read.

A **Pre-Bid Conference** will be held at **1:00 PM** (Time) on **September 24, 2024** (Date) in the **NCDOT Div. 10 Office Conference Room**, at **716 W. Main Street, Albemarle, NC 28001** (Location).

The **Meeting** is also to identify the individual **“Preferred Brand Alternates”** that the Owner will consider for approval on this Project.

In accordance with GS133-3 and SCO procedures, the following “Owner Preferred Brand” items are being considered as “Alternates” by the Owner for this Project:

- Sargent Locksets.

Complete **Plans and Specifications** for this **Project** can be obtained from **Ersoy Brake Appleyard Architects, P.A.; 390 S. Stratford Rd., Suite C, Winston-Salem, NC 27103**; during normal **Office Hours** after **September 04, 2024**.

A **“Plan Deposit”** not required for **PDF Contract Document Files** acquired/forwarded **electronically via email or through a Project Portal Site such as “Drop Box”**. Physical **Hard Copies/Prints** requested by **Bidders, Subs., or Suppliers** will be at **Cost (\$) of Printing**.

The **State** reserves the unqualified **Right** to reject any and all **Proposals**.

Signed: Sean Epperson, P.E.
(Deputy Division Engineer)

NOTICE TO BIDDERS

NCDOT Div. 10 – Main Office Alterations; SCO #24-28345-01A

Sealed Proposals will be received by the **NCDOT Div. 10 Main Office** in **Albemarle NC**, in the office of **Sean Epperson, P.E.**, at **716 W. Main Street, Albemarle, NC 28001** & up to **3:00 PM** on **October 10, 2024** and immediately thereafter Publicly opened and read for the furnishing of Labor, Material and Equipment entering into the construction of:

“NCDOT Division 10 Main Office Alterations”

The Work generally includes (but is not limited to) the construction of three (3) new Office Spaces within the existing Office Facility, including associated new Finishes, Mechanical/HVAC additions and modifications, and Electrical (Power & Lighting) additions and modifications. Designated adjacent Spaces affected by the three (3) new Office Spaces will also be included in receiving new Finishes. New Data/Telecom. Work will consist of in-wall Device Boxes, Conduits/Raceways, and Pull-Wire, to above finished Ceilings. The Owner will provide, install, and terminate all associated Cabling, Devices, Jacks, and Cover Plates. The existing Office Facility will remain Open and Occupied for the duration of this Project.

Bids will be received for a **Single Prime Contract**. All Proposals shall be Lump Sum.

Pre-Bid Meeting:

An open **Pre-Bid Meeting** will be held for all interested **Bidders** on **September 24 2024**, at **1:00 PM**, in the **NCDOT Division 10 Main Office Conference Room**, located at **716 W. Main Street, Albemarle, NC 28001**. The Meeting will address Project Specific Questions, Issues, Bidding Procedures and Bid Forms.

The Meeting is also to identify Preferred Brand Alternates and their Performance Standards that the Owner will consider for Approval on this Project.

In accordance with General Statute GS 133-3, Specifications may list one or more Preferred Brands as an Alternate to the Base Bid in limited circumstances. Specifications containing a Preferred Brand Alternate under this Section must identify the Performance Standards that support the preference. Performance Standards for the preference must be approved in advance by the Owner in an open meeting. Any Alternate approved by the Owner shall be approved only where (i) the Preferred Alternate will provide cost savings, maintain, or improve the functioning of any process or system affected by the Preferred Item or Items, or both, and (ii) a justification identifying these criteria is made available in writing to the Public.

In accordance with GS133-3 and SCO procedures the following Preferred Brand Item(s) is/are being considered as Alternates by the Owner for this Project:

- Sargent Locksets.

Justification of any approvals will be made available to the public in writing no later than five (5) days prior to Bid Date, if so timely requested.

Complete **Plans, Specifications and Contract Documents** will be open for inspection in the Offices of **NCDOT Div. 10 Main Office** at **716 W. Main Street, Albemarle, NC 28001**; and **Ersoy Brake Appleyard Architects, P.A. Office** at **390 S. Stratford Rd., Suite C, Winston-Salem, NC 27103**; and in the Plan Rooms of the Associated General Contractors, Carolinas Branches, in Charlotte & Raleigh, NC; and in the local North Carolina offices of McGraw-Hill Dodge Corporation; and in the following Minority Plan Rooms:

Hispanic Contractors Association of the Carolinas (HCAC) in Winston-Salem, Charlotte and Raleigh Areas – 877-227-1680

Or, may be obtained by those qualified as **Prime Bidders**, from the **Architect’s Office (336-725-1361)** Electronically via **Email or Project Portal** such as “DropBox” at no cost. If Bidders, Subs., or Suppliers request Hard Copies/Prints, they can be acquired at actual cost of Printing from Sharpe Co. in Winston-Salem, NC. The request for Hard Copies/Prints must be made through the Architect’s Office first.

Bidders should clearly indicate on the outside of the Bid Envelope which Contract(s) / Project(s) they are Bidding.

NOTE: The **Bidder** shall include with the **Bid Proposal** the Form **Identification of Minority Business Participation** identifying the **Minority Business Participation** it will use on the Project and shall include either **Affidavit A or Affidavit B** as applicable. Forms and Instructions are included within the Proposal Form in the Bid Documents. Failure to complete these Forms is grounds for rejection of the Bid. (GS143-128.2c Effective 1/1/2002.)

All Contractors are hereby notified that they must have proper License as required under the State Laws governing their respective Trades.

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding General Contracts. General Contractors submitting Bids on this Project must have License Classification for Building Contractor.

NOTE--SINGLE PRIME CONTRACTS: Under GS 87-1, a Contractor that Superintends or Manages Construction of any Building, Highway, Public Utility, Grading, Structure, or Improvement shall be deemed a "General Contractor" and shall be so Licensed. Therefore, a Single Prime Project that involves other Trades will require the Single Prime Contractor to hold a proper General Contractors License. **EXCEPT:** On Public Buildings being Bid Single Prime, where the total Value of the General Construction does not exceed 25% of the total Construction Value, Contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may Bid and Contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may Subcontract to other properly Licensed trades. GS87-1.1- Rules .0210

Each proposal shall be accompanied by a **Cash Deposit** or a **Certified Check** drawn on some Bank or Trust Company, insured by the Federal Deposit Insurance Corporation, of an Amount equal to not less than **Five Percent (5%)** of the Proposal, or in lieu thereof a Bidder may offer a **Bid Bond of Five Percent (5%)** of the Bid executed by a Surety Company licensed under the laws of North Carolina to execute the Contract in accordance with the Bid Bond. Said Deposit shall be retained by the Owner as Liquidated Damages in event of failure of the successful Bidder to execute the Contract within the Owner's Timeframe after the Award or to give satisfactory Surety as required by Law.

A **Performance Bond** and a **Payment Bond** will be required for One Hundred Percent (100%) of the Contract Price.

Payment will be made based on **Ninety-Five Percent (95%)** of monthly Estimates and Final Payment made upon completion and acceptance of Work.

No Bid may be withdrawn after the scheduled Closing Time for the receipt of Bids for a period of 90 Days.

The Owner reserves the Right to reject any or all Bids and to waive Informalities.

Designer:
Ersoy Brake Appleyard Architects, P.A.
(Name)

390 S. Stratford Rd., Ste C, Winston-Salem, NC 27103
(Address)

(336) 725-1361
(Phone)

Owner:
NCDOT Division 10 Main Office
(Agency/Institution)

716 W. Main Street, Albemarle, NC 28001

(704) 983-4415

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

FOR

*NCDOT Div. 10:
NCDOT Div. 10 Main Office Alterations
Albemarle, NC
Project SCO ID# - 24-28345-01A*

SCOPE OF WORK

The Work generally includes (but is not limited to) the construction of three (3) new Office Spaces within the existing Office Facility, including associated new Finishes, Mechanical/HVAC additions and modifications, and Electrical (Power & Lighting) additions and modifications. Designated adjacent Spaces affected by the three (3) new Office Spaces will also be included in receiving new Finishes. New Data/Telecom. Work will consist of in-wall Device Boxes, Conduits/Raceways, and Pull-Wire, to above finished Ceilings. The Owner will provide, install, and terminate all associated Cabling, Devices, Jacks, and Cover Plates. The existing Office Facility will remain Open and Occupied for the duration of this Project.

NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Sealed Proposals will be received by the **NCDOT Div. 10 Main Office** in **Albemarle NC**, in the office of **Sean Epperson, P.E.**, at **716 W. Main Street, Albemarle, NC 28001** & up to **3:00 PM on October 10, 2024** and immediately thereafter Publicly opened and read for the furnishing of Labor, Material and Equipment for this Project.

Sean M. Epperson, P.E. (704) 983-4415 Off. T.; (704) 957-6130 Cell; smepperson@ncdot.gov Email

Complete **Plans, Specifications and Contract Documents** will be open for inspection in the Offices of **NCDOT Div. 10 Main Office at 716 W. Main Street, Albemarle, NC 28001**; and **Ersoy Brake Appleyard Architects, P.A. Office at 390 S. Stratford Rd., Suite C, Winston-Salem, NC 27103**; and in the **Plan Rooms of the Associated General Contractors, Carolinas Branches, in Charlotte & Raleigh, NC**; and in the local **North Carolina offices of McGraw-Hill Dodge Corporation**; and in the following **Minority Plan Rooms**:

Hispanic Contractors Association of the Carolinas (HCAC) in Winston-Salem, Charlotte and Raleigh Areas
- 877-227-1680

Or, may be obtained by those qualified as **Prime Bidders**, from the **Architect's Office (336 725-1361) Electronically** via **Email or Project Portal** such as "**DropBox**" at no cost. If **Bidders, Subs., or Suppliers** request **Hard Copies/Prints**, they can be acquired at actual cost of Printing directly from **Sharpe Co. in Winston-Salem, NC**. The request for **Hard Copies/Prints** must be made through the Architect's Office first.

Contractors are hereby notified that they must have proper License under the State Laws governing their respective Trades and that North Carolina General Statute 87 will be observed in receiving and awarding Contracts. General Contractors must have General License Classification for **Building Contractor**.

No bid may be withdrawn after the opening of bids for a period of 90 days. The Owner reserves the Right to reject any or all Bids and waive Informalities. Bids shall be made only on the **BID/ACCEPTANCE Form** provided herein with all blank spaces for Bids properly filled in and all Signatures properly executed.

Owner Rep. Contact Info.:

Mr. Sean M. Epperson, P.E.; (704) 983-4415 Off. T.; (704) 957-6130 Cell; smepperson@ncdot.gov Email

Architect Contact Info.:

Mr. R. David Appleyard, Jr.; (336) 725-1361 Off. T.; (336) 403-2710 Cell; dappleyard@ebaarchitects.com Email

Engineer Contact Info.:

Mr. Paul D. Holliday.; (336) 293-4827 Off. T.; Paul.Holliday@HEME-PLLC.com Email

PreBid Meeting Info.:

An open **Pre-Bid Meeting** will be held for all interested **Bidders** on **September 24, 2024**, at **1:00 PM**, in the **NCDOT Division 10 Main Office Conference Room**, located at **716 W. Main Street, Albemarle, NC 28001**. The Meeting will address Project Specific Questions, Issues, Bidding Procedures and Bid Forms. Immediately following the PreBid Meeting, the Project Spaces will be made available for Contractor Review. If Contractors wish to return to the Project Site/Spaces at a later date, they will need to coordinate their Site/Space Visit with the Owner's Representative (Mr. Sean Epperson, P.E.).

Mailing Info.:

All **Bid Proposals** shall be either hand delivered to the above Owner's Representative, at the above-indicated Project Site/Address; or sent via US Mail, FedEx, or UPS to the above-indicated Project Site/Address. Bids will need to be received up to **3:00 PM** on **October 10, 2024**. Bid Proposals received after that time and date will not be accepted. Bid Proposals may NOT be Faxed or Emailed.

Bid Envelope Info.:

Please note on the Envelope –

Bid: Attn: Mr. Sean M. Epperson, P.E.

NCDOT Div. 10 Main Office Alterations

(Bid Date)

(Contractor Name)

(License Number)

BID/ACCEPTANCE FORM

for

***NCDOT Div. 10:
NCDOT Div. 10 Main Office Alterations
Albemarle, NC
Project SCO ID# - 24-28345-01A***

The Work generally includes (but is not limited to) the construction of three (3) new Office Spaces within the existing Office Facility, including associated new Finishes, Mechanical/HVAC additions and modifications, and Electrical (Power & Lighting) additions and modifications. Designated adjacent Spaces affected by the three (3) new Office Spaces will also be included in receiving new Finishes. New Data/Telecom. Work will consist of in-wall Device Boxes, Conduits/Raceways, and Pull-Wire, to above finished Ceilings. The Owner will provide, install, and terminate all associated Cabling, Devices, Jacks, and Cover Plates. The existing Office Facility will remain Open and Occupied for the duration of this Project.

If any Addenda were issued prior to receipt of Bid Proposals, indicate date/acknowledge receipt below:

We are in receipt of Addendum _____ #1 _____ #2 _____ #3 _____ #4

The undersigned, as Bidder, proposes and agrees if this Bid Proposal is accepted to contract with the State of North Carolina through the North Carolina Department of Transportation for the furnishing of all Materials, Equipment, and Labor necessary to complete the construction of the Work described in these Documents in full and complete accordance with Plans, Specifications, and Contract Documents, and to the full and entire satisfaction of the State of North Carolina and the NCDOT Div. 10 Office; Ersoy Brake Appleyard Architects, P.A.; and HEME, PLLC; for the sum of:

BASE BID: _____ **Dollars \$** _____

Alternate #	Add/Deduct	Alternate Bid Price	Accepted (Owner Initials On Below Line(s) Indicates Acceptance Of Alternate)
GC-1. Owner Preferred Door Hardware		\$	

Respectively submitted this _____ day of _____, 2024

(Contractor's Name)

Federal ID#: _____ By: _____

Witness: _____ Title: _____
(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership) Address: _____

Attest: *(Corporation)* Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____
(Corporation, Secretary./Ass't. Secretary.)

ACCEPTED by the STATE OF NORTH CAROLINA

through the

North Carolina Department of Transportation

Total Amount of accepted by the Owner, included Base Bid and Bid Alternates: \$ _____

By: _____ **Title:** _____

Date: _____

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a Bid that the Contractor has examined these Contract Documents, Drawings and Specifications and has visited the Site of the Work and has satisfied himself relative to the Work to be performed.

2. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through the NCDOT Div. 10 Office.

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

Designer: The **Designer(s)** are those referred to within this Contract, or their authorized Representatives. The Designer(s), as referred to herein, shall mean Architect and/or Engineer responsible for preparing the Project Plans and Specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; General Conditions of the Contract; Special Conditions if applicable; Supplementary General Conditions; the Drawings and Specifications, including all Bulletins, Addenda or other modifications of the Drawings and Specifications incorporated into the Documents prior to their execution; the Bid Proposal; the Contract; the Performance & Payment Bonds if applicable; and Insurance Certificates. All of these Items together form the Contract.

2. INTENT AND EXECUTION OF DOCUMENTS

The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intent of the Drawings and Specifications is to establish the Scope of all Labor, Materials, Transportation, Equipment, and any and all other things necessary to provide a complete Job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be Form of Contract, Specifications, Large-scale Detail Drawings, Small-scale Drawings.

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

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

The contractor shall provide one complete Set of legible "As-Built" marked-up Construction Drawings and Specifications recording any and all changes made to the Original Design during the course of Construction. In the event no changes occurred, submit Construction Drawings and Specifications Set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up Construction Drawings and Specifications before the Final Pay Request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the Contract shall submit all specified Submittals to the Designer. A minimum number of copies as specified by the Designer, of all required Submittal Data pertaining to Construction, Performance and General Dimensional Criteria of the Components listed in the Technical Specifications shall be submitted. No Material or Equipment shall be ordered or installed prior to written approval of the Submittals by the Designer. Failure to provide Submittal Data for review of Material & Equipment listed in the Technical Specifications will result in removal of said Material & Equipment by the Contractor at his expense if the Equipment is not in compliance with the Specifications.

6. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the Bidding Phase until five (5) days prior to the receipt of Bids or by the date specified in the Pre-Bid Conference, when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order, unless noted otherwise.

Submittals for proposed substitutions shall include the following information:

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

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

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

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

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

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to the quality of materials.
- d. Products are generally specified by ASTM or other reference standards and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer,

or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all costs arising there from.

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

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

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation*, the 2020 NEC, and the 2013 NFPA72. Where the Contract Documents are in conflict with the above Guidelines/Codes, the Guidelines/Codes shall govern. The Contractor shall be responsible for all the costs for the correction of the Work where he installs it in conflict with the latest *Guidelines for Fire Alarm Installation and NEC/NFPA72 Codes*.

*Inspection and certification of compliance by Local Authorities is necessary if an Architect or engineer was not employed on the Project, or if the Plans and Specifications were not approved and the Construction inspected by the State Construction Office.

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

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

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

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

11. SUBCONTRACTS AND SUBCONTRACTORS

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

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

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

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made to the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under the conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of an approved change order from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except is

such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor.
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work.
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.
- Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such a change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing the method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting_data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed_by the contractor, the designer shall certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

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

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

- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net cost" and "cost" per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

14. ANNULMENT OF CONTRACT

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

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. The contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

16. OWNER'S RIGHT TO DO WORK

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

17. REQUESTS FOR PAYMENT

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

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

Retainage:

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

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

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

18. PAYMENTS WITHHELD

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

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

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

19. MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Public Liability and Property Damage

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

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

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

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

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

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

d. Deductible

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

e. Other Insurance

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

f. Proof of Carriage

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

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include

any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

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

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

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

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

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

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

23. STANDARDS

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

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

24. TAXES

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

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

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

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

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

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

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

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

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

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

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

25. EQUAL OPPORTUNITY CLAUSE

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

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

26. MINORITY BUSINESS PARTICIPATION

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

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

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

27. ACCESS TO PERSONS AND RECORDS

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

28. GOVERNING LAWS

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

29. CONTRACTOR EVALUATION

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

End of General Conditions.

SUPPLEMENTARY GENERAL CONDITIONS

A). TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within 120 Calendar Days. If it is determined that the Contractor has delayed progress or completion of the Project (that was not beyond his control, or reasonably anticipated), the Contractor shall pay the Owner the amount of One Hundred Dollars (\$100.00) per Calendar Day as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to expeditiously complete the Work within the stated time frame.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

B). CONSTRUCTION SCHEDULE:

The Schedule and Duration is to be determined by the Contractor, and approved by the Owner & Designer(s), prior to the start of the Work.

C). PAYMENTS

Contractor to make monthly Applications for Payment, based upon percentage of Completion of the Work, as follows:

Submit "Schedule of Values" at the start of the Project to the Designers for review and approval. Form to be AIA G-702 & G-703 latest edition. Provide detailed line-item breakdown for each Work/Scope Item, broken out by Labor and Material. This Schedule of Values has to be submitted and approved before Application for Payment #01 can be submitted, reviewed, approved, and processed.

Draft Application for Payments shall be submitted to the Designers for review and approval on, or around, the 20th day of each month. The Designers will review and comment back to the contractor approx. five (5) days later. The corrected/amended official Application for Payment shall be submitted to the Designers by, or on, the 30th day (last day) of each month. The official Application for Payment will be executed by the Designer and forwarded to the Owner for further processing. Owner payment timeframe is approx. 30-calendar days.

D). UTILITIES; PARKING; ACCESS; STAGING; ETC.:

Owner will provide existing utilities, such as power and water, for use by the Contractor in executing this Project. Use of existing toilets, parking, access, staging, etc. will be allowed by the Owner. Requirements and coordination with/by the Owner will take place prior to the start of the Work.

E). SECURITY

The Contractor is responsible for securing the Project Facility "Office Alteration Areas", and any "Site/Staging Areas".

F). ALTERNATE BIDS

Alternate GC-01: State the amount to be added to, or deducted from, the Base Bid, if the following Work is included in the Contract:

All Labor and Materials required for the sole use of Door Locksets and Cylinders/Hardware by Sargent to continue and maintain uniformity in Locking and Keying Systems at this Facility.

G). NO SMOKING POLICY

The Owner enforces a "No Smoking Policy" within the Office Facility. Smoking shall be done outside the Facility in designated areas.

H). FIRE ALARM WORK

Fire Alarms Work shall be limited to the relocation of Smoke Detector Heads within the Office Areas where Work is being conducted. Smoke Detectors shall be protected from dust and debris during construction operations. The Fire Alarm System shall be retested by the Contractor per NFPA 72 14.4.2, and accepted by the Owner/State once Testing is completed and the System is Recertified.

I). PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and a Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

End of Supplementary General Conditions.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____ as principal,
and _____, as Surety, who is duly licensed to act as Surety in North
Carolina, are held and firmly bound unto the State of North Carolina* through
_____ as Obligee, in the penal sum of _____
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
Ourselves, our Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____ 2024

WHEREAS, the said Principal is herewith submitting Proposal for, and the Principal desires to file this Bid Bond in
lieu of making the Cash Deposit as required by G.S. 143-129.

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

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

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

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

SECTION A: INTENT

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
6. Designer – Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: RESPONSIBILITIES

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
 - a. Monitoring compliance with the program requirements.
 - b. Assisting in the implementation of training and technical assistance programs.
 - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
 - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office

The State Construction Office will be responsible for the following:

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

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

3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
 - 1. A description of the work for which the bid is being solicited.
 - 2. The date, time, and location where bids are to be submitted.
 - 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
 - 4. Where bid documents may be reviewed.
 - 5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

4. Designer

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

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

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

- e. During construction phase of the project, review “MBE Documentation for Contract Payment” – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer’s responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

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

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

- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION 4: DISPUTE PROCEDURES

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

SECTION 5: These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: www.nc-sco.com

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

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

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

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

OR

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

OR

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

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

MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

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

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

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

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

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

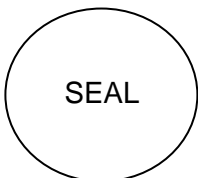
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____
Signature: _____
Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

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

County of _____

Affidavit of _____

(Name of Bidder)

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

_____ contract.

(Name of Project)

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

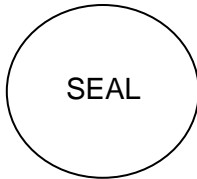
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

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

County of _____

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
 (Name of Bidder)

_____ (Project Name)
 Project ID# _____ Amount of Bid \$ _____

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

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

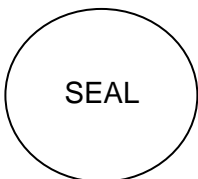
*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

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

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

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

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

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

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

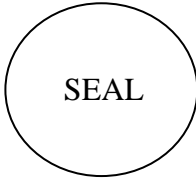
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

FORM OF CONSTRUCTION CONTRACT
(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the _____ day of _____ in the year of 2024 by and between

_____ hereinafter called the Party of the First Part and the *State of North Carolina, through the North Carolina Department of Transportation - Division 10 Office, hereinafter called the Party of the Second Part.

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management, and drawings, titled:

Consisting of the following sheets:

Dated: _____ and the following addenda:

Addendum No	_____	Dated:	_____	Addendum No.	_____	Dated:	_____
Addendum No	_____	Dated:	_____	Addendum No.	_____	Dated:	_____
Addendum No	_____	Dated:	_____	Addendum No.	_____	Dated:	_____
Addendum No	_____	Dated:	_____	Addendum No.	_____	Dated:	_____

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within an agreed to maximum number of consecutive calendar days from said NTP date. For each day in excess thereof, liquidated damages shall be as stated in the Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

(\$ _____).

Summary of Contract Award:

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in _____ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

(Proprietorship or Partnership)

Contractor: (Trade or Corporate Name)

By: _____

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

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

The State of North Carolina through*

(CORPORATE SEAL)

(Agency, Department or Institution)

Witness:

By: _____

Title: _____

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Project _____

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

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

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

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

Executed in Six (6) counterparts.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

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

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting Body: _____

Amount of Bond: _____

Project _____

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

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

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

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

Executed in Six (6) counterparts.

Witness:

Contractor: (Trade or Corporate Name)

(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

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

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

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

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

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

This _____ day of _____ 2024.

Signed _____
Budget Officer

STATE OF NORTH CAROLINA
 COUNTY SALES AND USE TAX REPORT
 SUMMARY TOTALS AND CERTIFICATION

CONTRACTOR: _____

Page 1 of _____

PROJECT: _____

FOR PERIOD: _____

	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL FOR COUNTY OF:	TOTAL ALL COUNTIES
CONTRACTOR							
SUBCONTRACTOR(S)*							
COUNTY TOTAL							

* Attach subcontractor(s) report(s)
 ** Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the _____ day of _____, 20____

 Signed

 Notary Public

My Commission Expires: _____

 Print or Type Name of Above

Seal

NOTE:
 This certified statement may be subject to audit.

STATE OF NORTH CAROLINA
SALES AND USE TAX REPORT DETAIL

CONTRACTOR: _____

Page 2 of _____

SUBCONTRACTOR _____

FOR PERIOD: _____

PROJECT: _____

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	INVOICE TOTAL	COUNTY TAX PAID	COUNTY OF SALE *
				\$	\$	
				TOTAL:	\$	

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

SECTION 011000 - SUMMARY**PART 1 - GENERAL****RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY**This Section includes the following:**

Work covered by the Contract Documents.
 Type of Contract.
 Work under other Contracts.
 Owner-furnished Products.
 Use of Premises.
 Owner's Occupancy Requirements.
 Work Restrictions.
 Specification Formats and Conventions.

Related Sections include the following:

Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's Facilities.

WORK COVERED BY CONTRACT DOCUMENTS

Project Identification: NCDOT Div. 10
Main Office Alterations.

Project Location: Div. 10 Main Office:
716 W. Main Street,
Albemarle, NC 28001.

Owner: NCDOT.

Owner's Representative: Mr. Sean M. Epperson, P.E.
716 W. Main Street,
Albemarle, NC 28001.

Architect: Ersoy Brake Appleyard
Architects, P.A.
390 S. Stratford Rd., Suite C
Winston-Salem, NC 27103

The Work "Generally" consists of the following:**"NCDOT Division 10 Main Office Alterations"**

The Work generally includes (but is not limited to) the construction of three (3) new Office Spaces within the existing Office Facility, including associated new Finishes, Mechanical/HVAC additions, and modifications, and Electrical (Power & Lighting) additions and modifications. Designated adjacent Spaces affected by the three (3) new Office Spaces will also be included in receiving new Finishes. New Data/Telecom. Work will consist of in-wall Device Boxes, Conduits/Raceways, and Pull-Wire, to above finished Ceilings. The Owner will provide, install, and terminate all associated Cabling, Devices, Jacks, and Cover Plates. The existing Office Facility will remain Open and Occupied for the duration of this Project.

TYPE OF CONTRACT

Project will be constructed under a **SINGLE PRIME CONTRACT**.

WORK UNDER OTHER CONTRACTS

General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

Future Work: Owner will award separate contract(s) for subsequent Work. Completion of Future Work will depend upon the successful completion of all Work under this Contract.

OWNER-EXISTING OR FURNISHED PRODUCTS

The existing Doors, Frames, Hardware, Lights, Ceiling Grid, Grilles, Etc. that are to be carefully salvaged and reinstalled are as indicated in Plans. However, if damaged by the Contractor(s) during removal and reinstallation, it will be the responsibility of the Contractor to replace all damaged Items at his own cost.

The Work includes providing support systems to receive any Owner Equipment.

If any Owner furnished items are damaged, defective, or missing, the Owner will arrange for replacement.

Contractor (GC) is responsible for receiving, unloading, and handling Owner-furnished items at the Project Site.

Contractor (GC) is responsible for protecting Owner-furnished Items from damage during storage and handling, including damage from exposure to the elements.

If Owner-furnished Items are damaged as a result of Contractor's operations, then Contractor shall repair or replace them at his cost.

USE OF PREMISES

General: During the construction period the Contractor(s) shall limit their use of the premises for Construction Operations to the Work indicated, including use of the Site. The Contractor(s)'use of the premises is limited by the Owners rights to perform Work or to retain other Contractors on portions of the Project, and the Operation and Occupancy of any adjacent NCDOT Facility(s), including use and access by the Public, Staff, Automobiles, and other Transportation. The Contractor shall prepare a Schedule, for approval by the Owner, prior to commencing any Work.

Work Sequence: In general terms, the Work Sequence is as follows:

01. Written Notice to Proceed.
02. Acquire Permits.
03. Mobilize on Site.
04. Selective Demolition.
05. New Office(s) Construction.
06. New Office & Adjacent Spaces New Finishes.

07. Project Areas Cleanup.
08. Conduct all applicable Inspections with AHJ, and acquire CO's, by Contractor(s).
09. Conduct all Inspections with State Agencies.
10. Conduct all Final Inspections with Designers, Owner, & SCO, and acquire Project Acceptance.
11. Complete all Remaining Punch List Items.
12. Close out Project.

All Domestic Utilities, such as Water and Sewer Utility Services, are to remain as is unless indicated otherwise.

Tele./Data/Fiber Optic Utility Services are to remain as is unless indicated otherwise.

Use of Site: Limit use of Premises to Areas within the Contract Limits indicated. Confine Operations to Areas within Contract Limits indicated. Do not disturb portions of the Project/Site beyond Areas in which the Work is indicated.

Owner Occupancy: All adjacent Offices and remaining portions of this Office Facility will be continuously occupied by the Owner, unless indicated otherwise.

Driveways and Entrances: Keep Driveways and Entrances serving the Facility clear and available to the Owner(s), the Owner's Employees and Emergency Vehicles at all times. Do not use Areas beyond the designated Construction Limits for Parking or Storage of Materials.

Schedule all Deliveries to minimize space and time requirements for storage of Materials and Equipment on-site as directed by the Owner. Do not unreasonably encumber the Site with Materials and/or Equipment. Confine stockpiling of Materials and location of Storage Sheds or Trailers to the Areas assigned to this Project. Provide Access Drive to the Building Entrances at all times during Construction.

Secure Construction Areas and Equipment from access and use by the Staff, Public and other unauthorized Personnel.

Project Lay-down, Storage, and Staging Area(s) at this Facility will be discussed, negotiated, and agreed to, with the awarding Contractor.

Use of Existing Buildings: Maintain existing Buildings in a safe and weather-tight condition throughout the Construction Period. Repair damage caused by Construction Operations. Take all precautions necessary to protect the existing Building and Office Work Areas (associated with this Project), their Contents and their Occupants during the Construction Period.

Cover or otherwise protect Furniture, Equipment, and Interior Finishes during cutting and/or other Demolition Work. Clean-up dust and debris at the completion of Work each day.

Keep Public Areas such as Hallways, Lobbies and Toilet Rooms free from the accumulation of Waste Materials, Rubbish and/or Construction Materials and/or Debris.

All required Means of Ingress and Egress shall be maintained free and clear at all times during Construction.

Smoking or open Fires will not be permitted within the Buildings or on the Premises.

OWNER'S OCCUPANCY REQUIREMENTS

Owner Occupancy of Completed Areas of Construction: Owner reserves the right to Occupy and to place and install Equipment in completed Areas of Project, before Project Acceptance, provided such Occupancy does not interfere with completion of the Work. Such placement of Equipment and Partial Occupancy shall not constitute acceptance of the total Work.

Obtain Temporary Certificate of Occupancy(s) from Authorities Having Jurisdiction before any Beneficial Occupancy(s) by the Owner.

The designer will prepare a Beneficial Occupancy Certificate for each specific portion of the Work to be Occupied before Final Completion and Acceptance, and Owner Occupancy.

Before partial Owner Occupancy, all Life-Safety, Mechanical, and Electrical Systems shall be fully Operational, and required Tests and Inspections shall be successfully completed. On Occupancy, Owner will operate all Life Safety, and maintain Mechanical and Electrical Systems serving Occupied portions of Buildings.

Obtain Final Certificate(s) of Occupancy from Authorities Having Jurisdiction before Final Inspection, Acceptance, and Owner Occupancy.

On Final Occupancy, Owner will assume responsibility for Maintenance and Custodial Service for all Occupied Buildings.

WORK RESTRICTIONS

Existing Utility Interruptions: Do not interrupt Utilities serving Facilities Occupied by the Owner or Others unless indicated otherwise, or unless permitted under the following conditions: and then only after arranging to provide Temporary Utility Services according to requirements indicated:

Notify Designer and Owner not less than **two (2) days** in advance of proposed Utility Interruptions.

Do not proceed with Utility Interruptions without the Owner's Authorized and written Permission.

SPECIFICATION FORMATS AND CONVENTIONS

Specification Format: The Specifications are organized into Divisions and Sections using the 33-Division Format and CSI-2004 "Master Format" Numbering System.

- a). **Section Identification:** The Specifications use Section Numbers and Titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in Numeric Sequence; however, the sequence is incomplete because all available Section Numbers are not used. Consult the Table of Contents at the beginning of the Project Manual to determine Numbers and Names of Sections in the Contract Documents.

Specification Content: The Specifications use certain Conventions for the Style of Language and the intended Meaning of certain Terms, Words, and Phrases when used in particular situations. These Conventions are as follows:

- a). **Abbreviated Language:** Language used in the Specifications and other Contract Documents is abbreviated. Words and Meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular Words shall be interpreted as Plural and Plural Words shall be interpreted as Singular where applicable as the context of the Contract Documents indicates.
- b). Imperative Mood and streamlined Language are generally used in the Specifications. Requirements expressed in the Imperative Mood are to be performed by the Contractor. Occasionally, the Indicative or Subjunctive Mood may be used in the Section Text for clarity to describe Responsibilities that must be fulfilled indirectly by Contractor, or by Others, when so noted.
- c). The Words "Shall," "Shall Be," or "Shall Comply With," depending on the Context, are implied where a Colon (:) is used within a Sentence or Phrase.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PAYMENT PROCEDURES**GENERAL****RELATED DOCUMENTS**

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies Administrative and Procedural Requirements necessary to prepare and process Applications for Payment.

Related Sections include the following:

Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

DEFINITIONS

Schedule of Values: A Draft Application For Payment (#00) furnished by Contractor allocating portions of the Contract Sum to various portions of the Work (broken down by Labor & Materials) and used as the basis for reviewing Contractor's Applications for Payment.

SCHEDULE OF VALUES

Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

Application for Payment Forms with Continuation Sheets.

Submittals Schedule.

Contractor's Construction Schedule.

Submit the Schedule of Values to Architect at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment. Contractor(s) to submit draft of AIA Documents G702 and G703 Continuation Sheets for review. This submission will be numbered as Pay App. No "00".

Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

Identification: Include the following Project identification on the Schedule of Values:

Project Name and Location.

Name and Address of Owner.

Name and Address of Architect.

Architect's Project Number.

SCO Project Number.

Contractor's Name and Address.

Contract Date.

Date of Submittal.

Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

Related Specification Section or Division.

Description of the Work.

Name of Subcontractor.

Name of Manufacturer or Fabricator.

Name of Supplier.

Change Orders (numbers) that affect value.

Dollar value.

The percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

Provide line items for material and labor separately for all applicable items and divisions of Work.

Round amounts to nearest whole dollar; total shall equal the Contract Sum.

Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

Temporary Facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

APPLICATIONS FOR PAYMENT

Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

Initial Application for Payment, Application for Payment at time of Substantial Completion, and Final Application for Payment involve additional requirements.

Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

Payment Application Forms: Use latest edition of AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

Application Preparation: Complete every entry on Form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

Include amounts of Change Orders and Construction Change Directives issued before the last day of construction period covered by application.

The Contractor shall prepare and submit to the Designer an emailed Draft copy of his intended Application for Payment for Work done since the last certified Application for Payment was processed. Within five work days (5) the Designer will review the Application for Payment, and in the event the Designer determines that a part(s) of the payment cannot be certified, the Application for Payment shall be returned to the Contractor for modification. Not later than the twenty-fifth (25th) day of the month, the Contractor shall then prepare Five (5) original copies of his revised Application for Payment reflecting only those amounts which will be certified by the Designer. Once received, and within five (5) work days, the Designer will then review and certify each Application for Payment and forward it to the Owner by the 1st of the following month for processing. The Owner will have thirty (30) calendar days to process the Applications. Applications for Payment which are submitted and received late (subsequent of the 25th day of the month) will relieve the Designer and Owner from any review time-frame obligations. In addition, weekends and holidays are not included in the review timeframe of Applications for Payment. The monthly request for payment shall be submitted on AIA Document G-702 and G-703 latest edition and shall show substantially the value of work done (Labor) and (Materials) delivered to the site during the period since the last payment, the certification included thereon shall be executed and notarized, and shall sum up the financial status of the contract with information as listed under Article 31 – REQUEST FOR PAYMENT in the General Conditions of the Contract and elsewhere within this Division.

Transmittal: Submit one (1) signed and notarized original PDF copy of each Application for Payment to Architect by a method ensuring receipt.

Transmit each copy with a Transmittal Form listing attachments and recording appropriate information about the application.

Submit Final Application for Payment with, or preceded by, Final Waivers from every entity involved with performance of the Work covered by the Application who is lawfully entitled to a Lien.

Waiver Forms: Submit Waivers of Lien on forms, executed in a manner acceptable to Owner.

The Architect shall not modify, strike through, or otherwise alter an Application for Payment as submitted by the Contractor as typed on Form G702. In the event the Architect decides not to certify a part of the payment, the Certificate shall be returned to the Contractor for modification. The Contractor shall prepare a revised Pay Application reflecting only those amounts which will be certified by the Architect.”

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

List of Subcontractors.

Schedule of Values.

Contractor's Construction Schedule (preliminary if not final).

Products List.

Submittals Schedule (preliminary if not final).

List of Contractor's Staff Assignments.

List of Contractor's Principal Consultants.

Copies of Building Permits.

Copies of Authorizations and Licenses from Authorities having jurisdiction for performance of the Work.

Report on Preconstruction Conference.

Certificates of Insurance and Insurance Policies.

Performance and Payment Bonds.

Data needed to acquire Owner's Insurance.

Until Final Payment, the Owner shall pay ninety-five percent (95%) of the amount due to the Contractor on account of Progress Payments. If the manner of completion of the work and its progress are and remain satisfactory to the Architect and Owner, and in the absence of other good and sufficient reasons, when the Project is shown to be fifty percent (50%) or more complete in the Application for Payment, the Architect shall without reduction of previous retainage, (on presentation by the Contractor of Consent of Surety for each Application) certify any remaining Progress Payments to be paid with zero percent (0%) retainage. The full five percent (5%) retainage may be reinstated if the manner of completion of the Work and its Progress do not remain satisfactory to the Architect/Owner (or if the Surety withholds its consent) or for other good and sufficient reasons.”

Application for Payment at Final Completion: After acceptance by the Owner/State, and after issuing the Certificate of Occupancy, submit an Application for Payment showing 100 percent completion for portion of the Work

claimed as Finally Complete, but subject to Punch List Completion.

Include documentation supporting claim that the Work is Finally complete and a statement showing an accounting of changes to the Contract Sum.

This application shall reflect Certificates of Partial Completion issued previously for Owner occupancy of designated portions of the Work.

Final Payment Application: Submit Final Application for Payment with Releases and supporting Documentation not previously submitted and accepted, including, but not limited, to the following:

Evidence of completion of Project Closeout requirements.

Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

Updated Final Statement, Accounting for Final Changes to the Contract Sum.

SCO Document, "Contractor's Affidavit of Payment of Debts and Claims."

SCO Document, "Contractor's Affidavit of Release of Liens."

SCO Document, "Consent of Surety to Final Payment."

Evidence that any and all Claims have been settled.

Final, Liquidated Damages Settlement Statement.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 012000

SECTION 013000 – ADMINISTRATIVE REQUIREMENTS

GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes Administrative Provisions for coordinating construction operations on Project including, but not limited to, the following:

- General Project Coordination Procedures.
- Coordination Drawings.
- Administrative and Supervisory Personnel.
- Project Meetings.
- Requests for Interpretation/Information (RFIs).

The Prime Contractor and their Subcontractors shall participate in coordination requirements with the General Contractor and amongst themselves. All areas of responsibility will be assigned to the Prime Contractor.

Related Sections: The following Sections contain requirements that relate to this Section:

Division 1 Section "Construction Progress Schedule" for preparing and submitting the Contractor's Construction Schedule.

Division 1 Section "Execution Requirements" for procedures coordinating general installation and field engineering services, including establishment of benchmarks and control points; and "Closeout Procedures" for coordinating closeout of the Contract.

DEFINITIONS

RFI: Request from Contractor seeking interpretation, information, or clarification of the Contract Documents.

INTENT AND EXECUTION OF DOCUMENTS

The Contractor(s) acknowledges that, even though the Contract Documents may not be perfectly coordinated, he is required to coordinate his work with all other trades prior to installation, and that his contract price includes all work reasonably inferable from any of the Contract Documents and he shall make all building components and systems fully functional in the manner intended. This may include such items such as providing building power to electric hardware (by EC), or properly wiring all equipment requiring electricity to function, even though the electrical drawings do not indicate a circuit to the equipment; coordinating the location of ductwork, piping, fixtures, etc., so as not to interfere with each other (so long as all components can physically fit within the designated space), and coordinating low voltage control wiring of electric hardware (by Hardware. Sub.) with building power (by EC); etc. Do not scale the drawings. Figured dimensions are to be followed. In the absence of figured dimensions, the Contractor shall request figured dimensions from the Designer. Once received, the Contractor shall field verify said dimensions and notify the Designer of any discrepancy. Should conflict occur in the Contract Documents and the Bidder does not ask for and obtain a

written decision, before submission of his Proposal, as to which method or material will be required, then it shall be deemed that the Bidder has based his Proposal on the more expensive way of fully and completely executing the work. Items shown on the Architectural Drawings and not shown on Structural, Mechanical, Electrical, and other Consultant Drawings (and vice versa) shall be provided by the Contractor(s) as though they were shown on all applicable Drawings.

COORDINATION

Coordination: The Prime Contractor shall coordinate its construction operations included in the different Drawings and Sections of the Specifications with those of their Subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each Subcontractor shall coordinate its operations included in the different Drawings with operations, included in different Sections of the Specifications that depend on each other for proper installation, connection, and operation.

Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

Coordinate installation of different components with other Subcontractors to ensure maximum accessibility for required maintenance, service, and repair.

Make adequate provisions to accommodate items scheduled for later installation.

If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of the Prime Contractor and his Subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- Preparation of Contractor's Construction Schedule.
- Preparation of the Schedule of Values.
- Installation and removal of temporary facilities and controls.
- Delivery and processing of submittals.
- Progress meetings.
- Preinstallation conferences.
- Project closeout activities.
- Startup and adjustment of systems.
- Project closeout activities.

SUBMITTALS

Coordination Drawings: Prepare Coordination Drawings as indicated by General Conditions of the Contract, where

limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

The Prime Contractor is to coordinate with the other Subcontractors to produce coordination drawings showing the location of ductwork, ALL piping, and conduit above ceilings to confirm that they will fit. The Prime Contractor will submit these coordination drawings to the Designers for review. Required coordination drawings are in addition to required shop drawings. Under direction of the HVAC Subcontractor, the other Subcontractors will be required to collectively, (and in the order of HVAC, Plumbing, Fire Protection, Electrical, General Construction), prepare coordination drawings showing each trade's work in a different color all inclusive on the same drawing. After all information has been recorded, submit these drawings to the Designers. Do not begin any HVAC, plumbing, fire protection, or electrical work until Coordination Drawings have been reviewed and commented upon by the Designers.

Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.

Indicate required installation sequences.

Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.

Number of Copies: Submit (2) two opaque copies of each submittal. Architect will return (1) one copy.

Submit (5) five copies where Coordination Drawings are required for operation and maintenance manuals.

Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including project manager, superintendent(s), and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

Post copies of the list in the Project meeting room, in the temporary field office, and by each temporary telephone. Keep a list current at all times.

ADMINISTRATIVE AND SUPERVISORY PERSONNEL

General: Throughout the progress of the work, each contractor shall employ a competent project manager, and keep at the job site a competent superintendent, and supervisory staff satisfactory to the Designer. The project manager or superintendent shall not be changed without the consent of the Designer unless said project manager or superintendent ceases to be employed by the contractor or ceases to be competent. The project manager and superintendent shall have authority to act on behalf of the contractor, and instructions, directions, or notices given to either shall be binding as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing. In addition to Project manager and superintendent(s), provide other administrative and supervisory personnel as required for proper performance of the Work.

Include special personnel required for coordination of operations with other contractors.

PROJECT MEETINGS

General: Schedule and conduct weekly coordination meetings and conferences at Project site, unless otherwise indicated.

Attendees: Inform participants and others involved, and individuals whose presence is required, of the date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within seven days of the meeting.

Preconstruction Conference: Architect shall schedule and conduct a Preconstruction Conference before starting construction. The conference shall be held at the Project site or another convenient location. The meeting shall review responsibilities and personnel assignments. The architect will prepare and distribute meeting minutes.

Attendees: Authorized representatives of Owner, Architect, their consultants; representatives of the North Carolina State Construction Office and Contractor(s), project manager and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress, including the following:

Tentative construction schedule.

Critical work sequencing and long-lead items.

Designation of key personnel and their duties.

Procedures for processing field decisions and Change Orders.

Procedures for RFIs.

Procedures for testing and inspecting.

Procedures for processing Applications for Payment.

Distribution of the Contract Documents.

Submittal procedures.

Preparation of Record Documents.

Work restrictions.

Working hours.

Owner's occupancy requirements.

Responsibility for temporary facilities and controls.

Use of the premises.

Parking availability.

Office, work, and storage areas.

Equipment deliveries and priorities.

Security.

Progress cleaning.

Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

- Options.
- Related Change Orders.
- Deliveries.
- Submittals.
- Possible conflicts.
- Compatibility problems.
- Time schedules.
- Weather limitations.
- Manufacturer's written recommendations.
- Warranty requirements.
- Acceptability of substrates.
- Temporary facilities and controls.
- Coordination with other work.
- Space and access limitations.
- Required performance results.
- Temporary protection from other Work.

Record significant conference discussions, agreements, and disagreements.

Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

Progress Meetings: Attend job site progress meetings at monthly intervals as scheduled by the Architect as stated in the "General Conditions of the Contract," Article 14.

Attendees: In addition to representatives of the Owner, the NC State Construction Office, and the Architect; each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by their project manager and superintendent. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

Review schedule for next period.

Review present and future needs of each entity present, including the following:

- Interface requirements.
- Sequence of operations.
- Status of submittals.
- Deliveries.
- Access.
- Site utilization.
- Temporary facilities and controls.
- Work hours.
- Progress cleaning.
- Quality and work standards.
- Status of correction of deficient items.
- Field observations.
- Status of proposal requests.
- Pending changes.
- Status of Change Orders.
- Pending claims and disputes.

Reporting: Meeting Notes will be recorded by the Architect and distributed to Contractor(s), representative

for NC State Construction Office, Owner, and Consultants. Contractor(s) shall be responsible for making additional copies of meeting minutes and distributing them to their field personnel, subcontractors, suppliers and to appropriate parties who should have been present.

Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

Coordination Meetings: The Project Expeditor shall conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as Progress Meetings and Pre-Installation Conferences.

Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

Review present and future needs of each contractor present, including the following:

- Interface requirements.
- Sequence of operations.
- Status of submittals.
- Deliveries.
- Access.
- Site utilization.
- Temporary facilities and controls.
- Work hours.
- Hazards and risks.
- Progress cleaning.

Quality and work standards.

Change Orders.

Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

REQUESTS FOR INTERPRETATION/INFORMATION (RFIs)

Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project Meeting, prepare and submit an RFI in the form specified.

RFIs shall originate with the Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

The Architect and Owner will monitor and evaluate the number, frequency, and type of RFI's being generated by the Contractor(s). If an RFI is deemed frivolous by the Architect and/or Owner, then the Contractor will be assessed the cost of the Architect's and/or Owner's associated time and materials.

Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

Project name.

Date.

Name of Contractor.

Name of Architect.

RFI number, numbered sequentially.

Specification Section number and title and related paragraphs, as appropriate.

Drawing number and detail references, as appropriate.

Field dimensions and conditions, as appropriate.

Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

Contractor's signature.

Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

Architect's Action: Architect will review each RFI, determine the appropriate party and action required, and return it. Allow fourteen (14) working days for the Architect's response for each RFI. If a Consultant or the Owner is the appropriate party for the action required, allow an additional three (3) working days after receipt for a response. RFIs

received after 1:00 p.m. will be considered as received the following working business day.

The following RFIs will be returned without action:

- Requests for approval of submittals.
- Requests for approval of substitutions.
- Requests for coordination information already indicated in the Contract Documents.
- Requests for adjustments in the Contract Time or the Contract Sum.
- Requests for interpretation of Architect's actions on submittals.
- Incomplete RFIs or RFIs with numerous errors.

Architect's action may include a request for additional information, in which case Architect's time for response will start again.

Architect's action on RFIs that may result in a change to the Contract Time, or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures", and/or the "General Conditions of the Contract".

If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) working days of receipt of the RFI response.

Contractor's Action: On receipt of Architect's response/action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) working days if Contractor disagrees with response.

RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit updated log for review and comment by the Architect, Engineers, and Owner weekly and at monthly Progress Meetings. In addition, submit an updated log for review and comment at Contractor's weekly coordination meetings. RFI Log shall include the following information:

- Project Name.
- Name and Address of Contractor.
- Name and Address of Architect.
- RFI Number including RFIs that were dropped and not submitted.
- Architect's Project Number.
- SCO's Project Number.
- RFI Description.
- Date the RFI was submitted.
- Date Architect's response was received.
- Identification of minor change in the Work, SCO Field Order and Proposal Request, as appropriate.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 013000

SECTION 013216-CONSTRUCTION PROGRESS SCHEDULE

GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes Administrative and Procedural Requirements for documenting the progress of Construction during performance of the Work, including the following:

Preliminary Construction Schedule.

Contractor's Construction Schedule.

Submittals Schedule.

Material Location Reports.

Related Sections include the following:

Division 1 Section "Payment Procedures" for submitting the Schedule of Values.

Division 1 Section "Administrative Requirements" for submitting and distributing meeting and conference minutes; and "Submittal Procedures" for submitting schedules and reports.

Division 1 Section "Quality Requirements" for submitting a Schedule of Tests and Inspections.

DEFINITIONS

Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

Critical activities are activities that must start and finish prior to other activities starting.

Detailed Bar-Chart Schedule: Provide a Bar-Chart Schedule broken down into weekly durations that adequately detail and illustrate the Work Flow and Sequencing required to complete the entire Project. Allow/indicate where required meetings and inspections need to occur, including Punch List Completion and Final Inspection/Acceptance.

SUBMITTALS

Submittals Schedule: Submit at least **three (3)** copies of the schedule. Arrange the following information in a tabular format:

Scheduled date for first submittal.

Specification Section number and title.

Submittal category (action or informational).

Name of subcontractor.

Description of the Work covered.

Scheduled date for Architect's final release or approval.

Preliminary Construction Schedule: Submit at least **two (2)** opaque copies.

Contractor's Construction Schedule: Submit at least **four (4)** opaque copies of the initial schedule, large enough to show the entire schedule for the entire construction period.

Daily Construction Reports: Submit **two (2)** copies at **weekly** intervals if required by the Architect.

Field Condition Reports: Submit **four (4)** copies at time of discovery of differing conditions.

Special Reports: Submit **four (4)** copies at time of unusual event.

QUALITY ASSURANCE

Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Administration Requirements." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

Discuss constraints.

Review delivery dates for Owner-furnished products.

Review schedule for work of Owner's separate contracts.

Review time required for review of submittals and re-submittals.

Review requirements for tests and inspections by independent testing and inspecting agencies.

Review time required for completion and startup procedures.

Review and finalize list of construction activities to be included in schedule.

Review submittal requirements and procedures.

Review procedures for updating schedule.

COORDINATION

Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

Secure time commitments for performing critical elements of the Work from parties involved.

Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PRODUCTS

SUBMITTALS SCHEDULE

Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal,

ordering, manufacturing, fabrication, and delivery when establishing dates.

Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

Initial Submittal: Submit concurrently with a preliminary bar-chart schedule until CPM Schedule is developed. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

Procedures: Comply with procedures contained as outlined in the "Instructions to Bidders and General Conditions of the Contract," Article 14.

Time Frame: Extend schedule from date established starting from the Notice to Proceed to date of Final Completion.

Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.

Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

Submittal Review Time: Include review and re-submittal times indicated in Division I Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.

Startup and Testing Time: Include not less than fifteen (15) days for startup and testing.

Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

Phasing: Arrange list of activities on schedule by phase.

Work under More Than One Contract: Include a separate activity for each contract.

Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

Work Restrictions: Show the effect of the following items on the schedule:

Coordination with existing construction.

Limitations of continued occupancies.

Uninterruptible services.

Partial occupancy before Substantial Completion.

Use of premises restrictions.

Seasonal variations.

Environmental control.

Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

Structural completion.

Permanent space enclosure.

Completion of mechanical installation.

Completion of electrical installation.

Substantial Completion.

Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

PRELIMINARY CONSTRUCTION SCHEDULE

Bar-Chart Schedule: Submit preliminary Bar-Chart-Type construction schedule within seven (7) days of date established for the Notice to Proceed.

Preparation: Indicate each significant construction activity separately. Identify the first workday of each week with a continuous vertical line. Outline significant construction activities for the first thirty (30) days of construction. Include skeleton diagram for the remainder of the Work.

CONTRACTOR'S CONSTRUCTION SCHEDULE

Bar-Chart Schedule: Submit final Bar-Chart-Type construction schedule within fifteen (15) days of receiving comments from the Designers and Owner regarding the Preliminary Schedule.

Establish procedures for monitoring and updating the Bar-Chart Schedule and for reporting progress. Coordinate procedures with Progress Meeting and Payment Request Dates.

Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.

REPORTS

Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

- List of subcontractors at Project site.
- Approximate count of personnel at Project site.
- Meetings and significant decisions.
- Unusual events (refer to special reports).
- Stoppages, delays, and shortages.
- Meter readings and similar recordings.
- Orders and requests of authorities having jurisdiction.
- Change Orders received and implemented.
- Services connected and disconnected.
- Equipment or system tests and startups.
- Partial Completions and occupancies.
- Substantial Completions authorized.

SPECIAL REPORTS

General: Submit Special Reports directly to the Owner within **one (1) day** of an occurrence. Distribute copies of reports to parties affected by the occurrence and to the Architect.

EXECUTION

CONTRACTOR'S CONSTRUCTION SCHEDULE

Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.

Revise the schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

Include a report with an updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

As the Work progresses, indicate Actual Completion percentage for each activity.

Distribution: Distribute copies of approved Schedule to Architect, Owner, separate Contractors, Testing and Inspecting Agencies, and other Parties identified by Contractor with a need-to-know Schedule responsibility.

Post copies in Project Meeting Rooms and temporary Field Offices.

When revisions are made, distribute updated Schedules to the same Parties and post in the same Locations.

END OF SECTION 013216

SECTION 014000 - QUALITY REQUIREMENTS

GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes Administrative and Procedural Requirements for Quality Assurance and Quality Control.

Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

Related Sections include the following:

Divisions 2 through 33 Sections for specific Test and Inspection Requirements.

DEFINITIONS

Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

CONFLICTING REQUIREMENTS

General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

SUBMITTALS

Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

Schedule of Tests and Inspections: Prepare in tabular form and include the following:

- Specification Section Number and Title.
- Description of Test and Inspection.
- Identification of Applicable Standards.
- Identification of Test and Inspection Methods.
- Number of Tests and Inspections Required.
- Time Schedule or Time Span for Tests and Inspections.
- Entity Responsible for Performing Tests and Inspections.
- Requirements for Obtaining Samples.
- Unique Characteristics of Each Quality-Control Service.

Reports: Prepare and submit certified written reports that include the following:

- Date of Issue.
- Project Title and Number.
- Name, Address, and Telephone Number of Testing Agency.
- Dates and Locations of Samples and Tests or Inspections.
- Names of Individuals Making Tests and Inspections.
- Description of the Work and Test and Inspection Method.
- Identification of Product and Specification Section.
- Complete Test or Inspection Data.
- Test and Inspection Results and an Interpretation of Test Results.

Record of Temperature and Weather Conditions at Time of Sample Taking and Testing and Inspecting.

Comments or Professional Opinion on Whether Tested or Inspected Work Complies with the Contract Document Requirements.

Name and Signature of Laboratory Inspector.

Recommendations on Re-testing and Re-inspecting.

Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

QUALITY ASSURANCE

General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce the required units.

Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

Contractor shall arrange with roof system manufacturer to provide qualified personnel to instruct the Project Manager, Owner's Inspection Representative, Owner's Field Personnel, and any other parties designated by the Owner on the proper handling, installation, and maintenance of materials. Instruction shall be performed prior to beginning installation of roofing system.

Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in North Carolina and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product(s) that are similar to those indicated for this Project in material, design, and extent.

Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, which is acceptable to authorities.

NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

Build mockups in location and of size indicated or, if not indicated, as directed by Architect.

Notify Architect at least seven (7) days in advance of dates and times when mockups will be constructed.

Demonstrate the proposed range of aesthetic effects and workmanship.

Obtain Architect's approval of mockups before starting work, fabrication, or construction.

Allow seven (7) days for initial review and each re-review of each mockup.

Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

Demolish and remove mockups when directed, unless otherwise indicated.

QUALITY CONTROL

Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

Determine the location from which test samples will be taken and in which in-situ tests are conducted.

Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

Do not perform any duties of Contractor.

The contractor shall arrange with the roof system manufacturer to provide qualified personnel to observe field conditions and material installation on a periodic basis (minimum 2 visits) when field work is in progress. The manufacturer's representative shall submit written reports to the Project Manager listing observations and recommendations.

Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance (24 hours) of operations to permit assignment of personnel. Provide the following:

Access to the Work.

Incidental labor and facilities necessary to facilitate tests and inspections.

Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

Facilities for storage and field curing of test samples.

Preliminary design mix proposed for use for material mixes that require control by testing agency.

Security and protection for samples and for testing and inspecting equipment at the Project site.

Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

Schedule times for tests, inspections, obtaining samples, and similar activities.

SPECIAL TESTS AND INSPECTIONS

Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.

Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies?

Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.

Retesting and re-inspecting corrected work.

The Inspection Representative shall document installed quantities of roofing unit cost materials bid on a unit basis.

PRODUCTS (Not Used)

EXECUTION

REPAIR AND PROTECTION

General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

Protect construction exposed by or for quality-control service activities.

Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

Refer to Special Inspection Procedure and Requirements included within this Section and preceding pages.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

SUMMARY

This Section includes Requirements for Temporary Utilities, Support Facilities, and Security and Protection of Facilities.

Related Sections include the following:

Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.

Division 1 Section "Execution and Closeout Requirements" for progress cleaning requirements.

DEFINITIONS

Temporary Protection: As determined by Architect, temporary partitions and door opening protectives are to be installed and maintain throughout the duration of the Project. Temporary Partitions and Door Opening Protectives are to have operable/reclose able openings so as not to impede entry or emergency egress.

USE CHARGES

General: Generally, the Contractor will have complete use of the existing available Utilities and Services, without charge.

SUBMITTALS

Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel if applicable.

PROJECT CONDITIONS

NCDOT Div. 10 Main Office, Albemarle, NC: The Contractor may establish a working schedule of his own choosing for the portions of construction involved in the project that do not require interruptions of utility services (electric, water, steam, etc.) to existing facilities. The contractor shall submit to the Owner and to the designer his regular daily work schedule and shall notify the Owner in advance of any deviations from the schedule. The NCDOT reserves the right to limit the contractor's activities when they conflict with the Owner's day-to-day operations. The Owner will solely approve the scheduling of all interruptions of utilities to existing facilities.

Temporary Use of Existing Permanent Facilities: Installer of each new permanent service shall assume responsibility for operation, maintenance, and protection of each existing permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PRODUCTS

MATERIALS

Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-

OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide bases for supporting posts.

Paint: Comply with requirements in Division 9 – Painting sections.

TEMPORARY FACILITIES

Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading if applicable.

EQUIPMENT

Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

HVAC Equipment: Unless Owner authorizes use of a permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

Permanent HVAC System: If Owner authorizes use of permanent HVAC system within areas of the existing building where construction is occurring for temporary use during construction, provide temporary filter media at each return air grille in system maintain and check on a weekly basis. Remove temporary media at the end of construction.

EXECUTION

INSTALLATION, GENERAL

Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress and/or phasing of the Work.

Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

TEMPORARY UTILITY INSTALLATION

General: Install temporary service or connect to existing service.

Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

Water Service: Install water service and distribution piping in sizes and pressures adequate for construction if applicable.

Sanitary Facilities: Use of the Owner's existing Facilities will be permitted, so long as they remain in good/clean/useable condition.

Heating and Cooling: Use of the Owner's existing HVAC Equipment will be allowed on this Project. Cover returns in the construction areas with filter media, and clean/change out as needed. Remove at the end of the Project.

Ventilation and Humidity Control: Use of the Owner's existing Ventilation and Humidity Equipment will be allowed on this Project. Cover returns in the construction areas with filter media, and clean/change out as needed. Remove at the end of the Project..

Electric Power Service: Use of the Owner's existing electric power service and distribution system will be allowed for this Project.

Lighting: Use of the Owner's existing Lighting Fixtures will be allowed on this Project.

Telephone Service: Provide temporary or cellular telephone service in common-use facilities for use by all construction personnel.

Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

SUPPORT FACILITIES INSTALLATION

General: Comply with the following:

Maintain support facilities until near Final Completion. Remove before Final Completion. Personnel remaining after Final Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

Storage/Lay-down/Staging Area: Steel chain-link fencing with privacy fabric shall be constructed around the lay-down/staging area. Contractors must confine their storage to within the limits of the staging area fencing. Parking for storage trailers is also limited to within this lay-down/staging area. Security of stored items is the responsibility of the Contractor.

Traffic Controls: Comply with requirements of authorities having jurisdiction. The Contractor shall at all times conduct the Work to insure the least possible obstruction to traffic predominantly around the existing Office Building. Except as noted elsewhere, the Contractor shall maintain two-way traffic flow at all times and shall not block or stop traffic without approval of the Owner. When approved in advance, the Contractor shall provide the necessary flagmen to direct one-way traffic.

Protect existing site improvements to remain including curbs, pavement, and utilities.

Maintain access for fire-fighting equipment and access to fire hydrants including existing hydrants located within construction limits.

Site Access: Coordinate and limit all construction traffic to and from the site via W. Main Street.

Parking: Provide temporary parking areas for construction personnel at locations as approved by the Owner.

Construction Parking: Parking is extremely limited around the NCDOT Office Building. Coord. with the Owner.

Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1

Section "Execution Requirements" for progress cleaning requirements.

SECURITY AND PROTECTION FACILITIES INSTALLATION

Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

Comply with work restrictions specified in Division 1 Section "Summary."

Temporary Partitions: Provide floor-to-ceiling temporary plastic sheeting dustproof partitions, w/operable openings (including at existing Door Openings), to limit dust and dirt migration and to separate areas occupied by Owner, and from fumes and noise for construction work within existing building. .

Seal/tape joints and perimeter of partitions.

Protect HVAC air-handling equipment.

Temporary partitions shall be removed from the site prior to final acceptance by the Owner.

OPERATION, TERMINATION, AND REMOVAL

Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

Maintenance: Maintain facilities in good operating condition until removal.

Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Final Completion.

Termination and Removal: Remove each temporary facility when the need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

Materials and facilities that constitute temporary facilities are property of Contractor.

At Final Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Execution and Closeout Requirements."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes Administrative and Procedural Requirements for selection of Products for use in Project; Product delivery, Storage, and Handling; Manufacturers' standard Warranties on Products; Special Warranties; Product substitutions; and comparable Products.

Related Sections include the following:

Division 1 Section "Execution and Closeout Requirements" for submitting warranties for Contract closeout.

Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

DEFINITIONS

Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

New Products: Items that have not previously been incorporated into another project or facility except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.

Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

SUBMITTALS

Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.

Completed List: Within 5 days after the date of commencement of the Work, submit three (3) copies of the completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.

Architect's Action: Architect will respond in writing to Contractor within 5 days of receipt of completed product list. The architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 5 days of receipt of request, or 5 days of receipt of additional information or documentation.

Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Administrative Requirements."

QUALITY ASSURANCE

Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

Delivery and Handling:

Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

Storage:

Store products to allow for inspection and measurement of quantity or counting of units.

Store materials in a manner that will not endanger Project structure.

Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.

Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

Protect stored products from damage and liquids from freezing.

PRODUCT WARRANTIES

Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend the time limit provided by manufacturer's warranty or to provide more rights for Owner.

Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.

Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

Submittal Time: Comply with requirements in Division 1 Section "Execution and Closeout Procedures."

PRODUCTS

PRODUCT SELECTION PROCEDURES

General Product Requirements: Provide products that comply with the Contract Documents, which are undamaged and, unless otherwise indicated, that are new at time of installation.

Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

Where products are accompanied by the term "as selected," Architect will make selection.

Where products are accompanied by the term "match sample," sample to be matched is Architect's.

Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

Product Selection Procedures:

Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.

Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, which complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, which complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.

Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product that complies with other specified requirements.

Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

PRODUCT SUBSTITUTIONS

Timing: Architect will consider requests for substitution if received from a Prime Contractor no later than ten (10) days prior to bid date. Requests received after that time will not be considered or reviewed and will be rejected.

Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

Requested substitution does not require extensive revisions to the Contract Documents.

Requested substitution is consistent with the Contract Documents and will produce indicated results.

The substitute request is fully documented and properly submitted.

Requested substitution will not adversely affect Contractor's Construction Schedule.

Requested substitution has received necessary approvals of authorities having jurisdiction.

Requested substitution is compatible with other portions of the Work.

Requested substitution has been coordinated with other portions of the Work.

Requested substitution provides specified warranty.

If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

COMPARABLE PRODUCTS

Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

Evidence that proposed product provides specified warranty.

List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

Samples, if requested.

EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000 - EXECUTION REQUIREMENTS**GENERAL****RELATED DOCUMENTS**

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes General Procedural Requirements governing execution of the Work including, but not limited to, the following:

- Construction layout.
- Field engineering and surveying.
- General installation of products.
- Progress cleaning.
- Starting and adjusting.
- Protection of installed construction.
- Correction of the Work.

Related Sections include the following:

Division 1 Section "Administrative Requirements" for procedures for coordinating field engineering with other construction activities.

Division 1 Section "Administrative Requirements" for procedural requirements for cutting and patching necessary for the installation of performance of other components of the Work.

Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PRODUCTS (Not Used)**EXECUTION****EXAMINATION**

Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record Observations.

Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

PREPARATION

Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are

indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

CONSTRUCTION LAYOUT

Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly in writing.

General: The General Contractor shall lay out the work and establish a bench mark in each location where same will not be disturbed.

Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

Inform installers of lines and levels to which they must comply.

Check the location, level and plumb, of every major element as the Work progresses.

Notify Architect when deviations from required lines and levels exceed allowable tolerances.

FIELD ENGINEERING

Reference Points: Locate existing interior permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent interior benchmarks and control points during construction operations.

Do not change or relocate existing interior benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent interior benchmarks or control points promptly. Report the need to relocate permanent interior benchmarks or control points to Architect before proceeding.

Replace lost or destroyed permanent interior benchmarks and control points promptly. Base replacements on the original control points.

INSTALLATION

General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

Make vertical work plumb and make horizontal work level.

Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

Maintain minimum headroom clearance of 9'-0" in spaces without a suspended ceiling.

Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

Templates: Obtain and distribute to the parties' involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

Allow for building movement, including thermal expansion and contraction.

Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, which are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect and aesthetics. Fit exposed connections together to form hairline joints.

Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

PROGRESS CLEANING

General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

Do not hold materials for more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.

Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

Site: Maintain Project site free of waste materials and debris.

Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

Remove liquid spills promptly.

Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

Concealed Spaces: Remove trash, debris, drink cans, etc. from concealed spaces before enclosing the space.

Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Final Completion.

Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

STARTING AND ADJUSTING

Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace them with new units, and retest.

Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

Test each piece of equipment to verify proper operation. Test and adjust controls and safety. Replace damaged and malfunctioning controls and equipment.

Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

PROTECTION OF INSTALLED CONSTRUCTION

Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Final Completion.

Comply with manufacturer's written instructions for temperature and relative humidity.

CORRECTION OF THE WORK

Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements regarding "Cutting and Patching."

Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

Restore permanent facilities used during construction to their specified condition.

Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017800 - CLOSEOUT REQUIREMENTS

GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes Administrative and Procedural Requirements for Contract Closeout, including, but not limited to, the following:

Inspection procedures.

Warranties.

Final cleaning.

Related Sections include the following:

Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

Division 1 Section "Execution Requirements" for progress cleaning of Project site.

Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

Divisions 2 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

PRELIMINARY FINAL INSPECTION

Preliminary Procedures: Before requesting inspection for determining date of Preliminary Final Inspection, complete the following. List items below that are incomplete in request.

Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

Advise Owner of pending insurance changeover requirements.

Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys and similar final record information.

Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

Complete startup testing of systems.

Submit test/adjust/balance records.

Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

Advise Owner of changeover in heat and other utilities.

Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

Complete final cleaning requirements, including touchup painting.

Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

Inspection: Submit a written request for inspection for Preliminary Final Inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. After inspection Architect will notify Contractor of items that must be completed or corrected before Final Inspection.

Reinspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

Results of completed inspection will form the basis of requirements for Final Completion.

FINAL INSPECTION, COMPLETION, & ACCEPTANCE

Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

Submit certified copy of Architect's Preliminary Final Inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and has been verified by the contractor.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Submit pest-control final inspection report and warranty.

Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

LIST OF INCOMPLETE ITEMS (PUNCH LIST)

Preparation: Submit three (3) copies of the list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

Organize list of spaces in sequential order.

Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

Include the following information at the top of each page:

Project name.

Date.

Name of Architect.

Name of Contractor.

Page number.

WARRANTIES

Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Project Acceptance is indicated.

Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of the Installer.

Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

Provide additional copies of each warranty to include in the operation and maintenance manuals.

PRODUCTS

MATERIALS

Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

EXECUTION

FINAL CLEANING

General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

Complete the following cleaning operations before requesting inspection for certification of Preliminary Final Inspection for entire Project or for a portion of Project:

Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

Remove tools, construction equipment, machinery, and surplus material from Project site.

Clean exposed exterior and interior hard-surface finishes to a dirt and dust free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

Remove debris and surface dust from limited access spaces, plenums, attics, and similar spaces.

Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

Clean transparent materials, including mirrors and glass in doors. Clean windows on the interior and exterior surfaces. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

Remove labels that are not permanent.

Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

Replace parts subject to unusual operating conditions.

Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

Clean ducts, blowers, and coils if units were operated at any time during construction.

Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

Clean existing areas where new work occurred, affected directly or indirectly, or used by the contractor(s).

Leave Project clean and ready for occupancy.

Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017800

SECTION 017900 - PROJECT RECORD DOCUMENTS

GENERAL

RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

SUMMARY

This Section includes Administrative and Procedural Requirements for Project Record Documents, including the following:

- Record Drawings.
- Record Specifications.
- Record Product Data.

Related Sections include the following:

Division 1 Section "Closeout Requirements" for general closeout procedures.

Divisions 2 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

SUBMITTALS

Record Drawings: Comply with the following:

Number of Copies: Submit one (1) set(s) of marked-up Record Prints.

Record Specifications: Submit one (1) copy of Project's Specifications, including all addenda and contract modifications.

Record Product Data: Submit three (3) copies of each Product Data submittal.

Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PRODUCTS

RECORD DRAWINGS

Record Prints: Maintain one (1) set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

Accurately record information in an understandable drawing technique.

Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

Content: Types of items requiring marking include, but are not limited to, the following:

- Dimensional changes to Drawings.
- Revisions to details shown on Drawings.
- Bulletin Drawings issued for clarification and/or revisions.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order or Change Directive.
- Changes made following Architect's written orders.
- Details not on the original Contract Drawings.
- Field records for variable and concealed conditions.
- Record information on the Work that is shown only schematically.

Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

Mark important additional information that was either shown schematically or omitted from original Drawings.

Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

RECORD SPECIFICATIONS

Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.

Note related Change Orders and Record Drawings where applicable.

RECORD PRODUCT DATA

Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

Include significant changes in the product delivered to the Project site and changes in manufacturer's written instructions for installation.

Note related Change Orders and Record Drawings where applicable.

MISCELLANEOUS RECORD SUBMITTALS

Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

EXECUTION

RECORDING AND MAINTENANCE

Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017900