

# **Specifications For**

## **Selective Demolition for Columbus County Courthouse**



**Coastal Architecture**  
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Project No.  
19035



1 Nov. 2021

# **Project Manual**

**Including**

**Bid Proposal, Contract Documents & Specifications**

**For the Selective Demolition for  
Columbus County Courthouse**

**PREPARED BY:**

**Coastal Architecture  
4206 Bridges Street Extension, Suite c  
Morehead City, NC 28557  
252-247-2127**

**Architect's Project Number: 19035**

**Date of Issue: 1 Nov. 2021**



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02050 – Selective Demolition

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

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Not Applicable

## Invitation For Bids

Proposals will be received until 3:00 pm on December 16, 2021 via email:

[Lee@coastalarchitecture.net](mailto:Lee@coastalarchitecture.net)

With a copy to:

[scarroll@columbusco.org](mailto:scarroll@columbusco.org)

For the selective demolition for Columbus County Courthouse in Whiteville, North Carolina at which time the bids will be opened and read. The results will be posted on the Architect's website, [www.coastalarchitecture.net](http://www.coastalarchitecture.net). Please note that a **Bid Bond** is **NOT** required, and a **100% Performance and Payment Bond will be required.**

Plans and specifications can be downloaded free of charge from the website [www.coastalarchitecture.net](http://www.coastalarchitecture.net), we require that you email your company information to [Lee@coastalarchitecture.net](mailto:Lee@coastalarchitecture.net) so that we can insure any addendums or project information can be transmitted appropriately.

Complete plans and specifications for this project can be obtained from Coastal Architecture, 4206 Bridges Street Extension, Suite C, Morehead City, NC 28557, phone (252) 247-2127 during normal business hours for a fee of \$150 per set, nonrefundable.

A prebid meeting will be held on site Dec. 8, 2021 @ 11:00AM.

Call (252) 247-2127 if you wish to obtain plans and specs in lieu of the free download.

Signed: Columbus County

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

FOR

Selective Demolition for  
Columbus County Courthouse  
Whiteville, NC  
Project #: 19035

## SCOPE OF WORK

Selective demolition as shown on plans.

## NOTICE TO BIDDERS

Sealed bid for this work will be received by:

Columbus County

up to **3:00PM, December 16, 2021**, via email to [Lee@coastalarchitecture.net](mailto:Lee@coastalarchitecture.net) with a copy to [scarroll@columbusco.org](mailto:scarroll@columbusco.org) and immediately opened. Complete plans and specification and contract documents can be downloaded free of charge from the Architect's website [www.coastalarchitecture.net](http://www.coastalarchitecture.net) or purchased for \$150/set from:

Coastal Architecture  
4206 Bridges Street Extension, Suite C  
Morehead City, NC 28557  
252-247-2127  
[www.coastalarchitecture.net](http://www.coastalarchitecture.net)

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 General Construction Building.

No bid may be withdrawn after the opening of bids for a period of 30 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.

### Pre-Bid Meeting

A pre-bid meeting will be held for all interested bidders on December 8, 2021 at 11:00am on site.

Please note on the envelope – **Bid : Attn:**  
**BID/ACCEPTANCE FORM**  
for

*Selective Demolition for  
Columbus County Courthouse  
Whiteville, NC*

April 7, 2021

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with Columbus County 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 Columbus County and Coastal Architecture for the sum of:

**BASE BID:** \_\_\_\_\_ **Dollars \$** \_\_\_\_\_

Respectively submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**(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 COLUMBUS COUNTY**  
through the

Total amount of accepted by the owner, included base bid and bid alternates:\_\_\_\_\_

| \_\_\_\_\_

BY:\_\_\_\_\_TITLE:\_\_\_\_\_

# 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, Columbus County.

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

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

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

## INTENT AND EXECUTION OF DOCUMENTS

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

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

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

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

## 5. SUBMITTAL DATA

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

## **6. SUBSTITUTIONS**

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

Submittals for proposed substitutions shall include the following information:

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

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

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

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

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

## **8. MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth

and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

- 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 cost arising there from.

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

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

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

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

- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- 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 amount of portions of work to be subcontracted as hereinafter specified.

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

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

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:

1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
  2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors (1<sup>st</sup> tier subs), or their sub-subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.
- Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper

submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the 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. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## **16. OWNER'S RIGHT TO DO WORK**

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

## **17. REQUESTS FOR PAYMENT**

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

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

### **Retainage:**

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

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

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

## **18. PAYMENTS WITHHELD**

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

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

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

## **19. MINIMUM INSURANCE REQUIREMENTS**

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

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

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

### **b. Public Liability and Property Damage**

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

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

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

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

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

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and 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 effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

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

e. **Other Insurance**

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

f. **Proof of Carriage**

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

## **20. ASSIGNMENT**

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

## **21. CLEANING UP AND RESTORATION OF SITE**

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

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

## **22. GUARANTEE**

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

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

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

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

## **23. STANDARDS**

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

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

## **24. TAXES**

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

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

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

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

A ten percent (10%) goal for participation by minority business in total value of work for this project.

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

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

## **27. ACCESS TO PERSONS AND RECORDS**

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

## **28. GOVERNING LAWS**

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

## **29. CONTRACTOR EVALUATION**

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

# **SUPPLEMENTARY GENERAL CONDITIONS**

## **TIME OF COMPLETION**

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within 90 consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of One Hundred Fifty Dollars (\$ 150.00 ) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at 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.

## **UTILITIES**

Contractor to provide all temporary utilities required. Contractor to provide temporary toilets.

## **SECURITY**

The present level of security to be maintained on the building during construction.

## **USE OF SITE**

Cordinate with owner all working schedules.

## **ALTERNATE BIDS**

None

## **PERFORMANCE AND PAYMENT BONDS (Add Alt. No.1)**

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

## **MINORITY BUSINESS PARTICIPATION**

If the project cost is \$300,000.00 or more, the following forms will be utilized.



# 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:

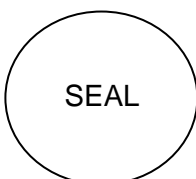
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **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

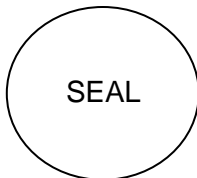
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

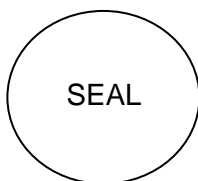
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* 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 ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

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

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

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

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

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

- 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.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- 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.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- 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.

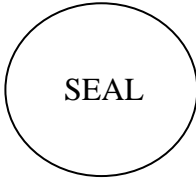
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 \_\_\_\_\_

## **Section 00820 - Special Conditions**

1. General: The existing building will be unoccupied by the Owner during the construction period. All contractors shall conduct their operations so as to cause no interference with the normal operations of surrounding and nearby facilities. All contractors shall limit use of the site for access and storage of materials to those areas approved by the Owner. All access to the area of work must be through designated areas approved by the Owner. Contractors shall not be allowed access to any area other than the immediate area of work. The existing parking lot is to remain in operation for the public.
2. On Site Parking: Parking is not permitted on the Owner's property except for limited construction vehicles used in the performance of the work and only where approved by the Owner.
3. Building Security: The present level of security for the existing facility shall not be reduced in any way, due to work of this contract.
4. Personnel Safety: Contractor shall provide barricades and similar types of safety times required to protect anyone in the area of work from the hazards of construction activities. Roadways, walks, paths, entrances, exits, etc. shall remain unobstructed and shall be maintained in a safe and satisfactory manner.
5. Site Protection: Contractor shall be responsible for and shall protect buildings, landscaping (all trees, shrubs, lawns, etc.) vehicles, etc. on or near the site from damage due to the work of this contract. Any damage shall be fully corrected to the satisfaction of the Architect. Sidewalks and paved areas shall be protected from damage prior to vehicular traffic use. If during the construction, public or private property is damaged or destroyed, during the course of the work, the responsible contractor shall, at his own expense, restore such property to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or replacing it, or otherwise making good such damage or destruction in an acceptable manner.
6. Asbestos has been removed from the building and a final report is available.

END OF SECTION 00820

## **SECTION 01010 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Project description.
  - 2. Applicable regulatory requirements.
  - 3. Access to the site.
  - 4. Contractor's use of the premises.
  - 5. Coordination requirements.
- B. Related Documents:
  - 1. Division 0 – Bidding and General Conditions, Division 1 – General Requirements, all applicable provisions in the technical specification sections of Divisions 2 through 16 and applicable drawings apply to this section.

#### **1.2 PROJECT DESCRIPTION**

- A. The project consists of the Renovation of Toilets for the NC Maritime Museum in Beaufort, NC.
  - 1. As shown in contract documents.
- B. The work consists of:
  - 1. Selective demolition as shown on plans.

#### **1.3 PRIME CONTRACTS**

- A. The work will be bid as one Single Prime Informal Contract.

#### **1.4 REGULATORY REQUIREMENTS**

- A. The following regulations are applicable to this project:
  - 1. North Carolina State Building Code, current edition.
  - 2. This Project is in the Inspections jurisdiction of Columbus County.
  - 3. Submit copies of all licenses, and similar permissions obtained and receipts for fees paid, to the Architect, upon request.

#### **1.5 ACCESS TO THE SITE AND USE OF THE PREMISES**

- A. Limited space will be available to the Contractor for the performance of the work.
- B. Storage and staging areas will be available on site and nearby.
- C. Signs: Provide signs adequate to direct visitors.
  - 1. Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### **3.1 PRE-CONSTRUCTION MEETING**

- A. A Pre-Construction meeting will be held at a time and place designated by the Architect, for the purpose of identifying responsibilities of the Owner and Architect's personnel, and explanation of administrative procedures.
- B. The Contractor(s) shall also use this meeting for the following minimum agenda:
  - 1. Construction Schedule.
  - 2. Use of areas of the site.
  - 3. Delivery and storage.
  - 4. Safety.

5. Security.
  6. Clean-up.
  7. Contractor procedures related to:
    - a. Submittals
    - b. Change orders.
    - c. Application for payment.
    - d. Record documents.
- C. Attendees will include:
1. The Owner's Representative.
  2. The Architect, and any consultants that are applicable.
  3. Contractor and Superintendent.
  4. Major subcontractors, suppliers, and fabricators.

### 3.2 SECURITY PROCEDURES

- A. Limit access to the site work area to persons involved in the work.
- B. Provide secure storage for materials for which the Owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss.

### 3.3 COORDINATION

- A. A monthly meeting will be held, for the specific purpose of coordination, at the site.
  1. Attendees shall include:
    - a. Representative of the General Contractor.
    - b. Subcontractors currently working at the site, if necessary.
    - c. Owner's representative.
    - d. Architect/Engineer.
- B. The General Contractor is responsible for coordination of all products/materials, installations, in the Single Prime scenario.
  1. Prepare coordination drawings as needed for separate products.
  2. Where space is limited, show plan and cross-section dimensions of space available.
  3. Coordinate shop drawings prepared by separate entities.
  4. Show installation sequence when necessary for proper installation.

END OF SECTION 01010

## **SECTION 01020 - ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. General: All allowances considered in the Contract Price shall be clearly identified in the Contract and approved before signing. If the actual cost is more than, or less than the allowance, the Contract Price will be adjusted up or down accordingly when the actual cost is determined. Adjustments in the Allowances will be made by Change Order. Unless specified otherwise, the allowance amounts include the net cost of materials, and shipping charges.
- B. Cash Allowance: The Contractor's overhead and profit shall be included in the Base Bid Contract Price, but not in the allowance. The contractor shall submit to the Architect for approval all bills for materials under Cash Allowances.

#### **1.2 SCHEDULE OF CASH ALLOWANCES**

- A. Contingency Allowance: \$ 20,000.00  
(To be used only at the Architects direction  
for additional work requested by the Owner.)

**PARTS 2 & 3 - NOT USED.**

**END OF SECTION 01020**

## **SECTION 01027 - PAYMENT, MODIFICATION, AND COMPLETION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Payment procedures.
  - 2. Modification procedures.
  - 3. Completion procedures.
- B. Related Documents:
  - 1. Division 0 – Bidding and General Conditions, Division 1 – General requirements, all applicable provisions in the technical specification sections of Divisions 2 through 16 and applicable drawings apply to this section.
- C. Related Requirements Specified Elsewhere in the Project Manual:
  - 1. Project Record Documents, Division 1.
  - 2. Schedule of Values, Division 1.

#### **1.2 CONTRACT CONDITIONS**

- A. See the General Conditions of the Contract for additional requirements.
- B. The Owner will retain from each progress payment an amount equal to 5 percent of the value of the work covered by the progress payment.
- C. At substantial completion the Contractor may apply for release of retainage sufficient to bring the total of payments to 90 percent of the contract sum, less those amounts that are withheld to cover incomplete or incorrect work and unsettled claims, as defined elsewhere.
- D. No payment will be made for materials or equipment stored off site.
- E. Payments may be withheld if the contractor fails to make dated submittals within the time periods specified.

#### **1.3 DEFINITIONS**

- A. Request for Pricing (R.F.P.): Any written request from the Owner or Architect to the contractor for a quotation, price, or breakdown on a change proposed but not ordered.
- B. Final Completion: The stage at which all incomplete and incorrect work has been completed or corrected in accordance with the contract documents.
- C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the contractor for the purpose of obtaining certification of substantial completion. This list is also referred to as a "punch list."
- D. Modifications: Any written amendments to the contract, such as change orders.
- E. Schedule of Values: A detailed breakdown of the contract sum into individual cost items, which will serve as the basis for evaluation of applications for progress payments during construction. Line items shall be broken down into Materials and Labor and rounded to the nearest dollar.
- F. Substantial Completion: The time at which the work, or a portion of the work which the owner agrees to accept separately, is sufficiently complete in accordance with the contract documents

so that the owner can occupy or use the work for its intended purpose.

#### 1.4 SUBMITTALS

- A. Schedule of Values: Must be submitted for review by Single Prime Contractor prior to submitting first Application for Payment. First application for payment will not be reviewed without approved schedule of values.
- B. Applications for Payments: Submit sufficiently in advance of date established for the progress payment to allow for the processing indicated.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.1 SCHEDULE OF VALUES – See Section 01370

- A. Contractor shall prepare a schedule of values for his work.

##### 3.2 APPLICATIONS FOR PAYMENT

- A. Application for Payment Forms: Use AIA original current editions of G702, Application and Certificate for Payment, and AIA G703, Continuation Sheet, or a similar electronic format with the same information.
- B. Preparation of Applications for Payment: Complete form entirely.
  - 1. Make current application consistent with previous applications, certificates for payment, and payments made.
  - 2. Base the application on the current schedule of values, and work completed or stored on site only.
  - 3. Include the amounts of modifications issued before the end of the construction period covered by the application.
  - 4. Include the signature by person authorized by the contractor to sign legal documents.
  - 5. Notarize each copy.
  - 6. Submit in 4 copies.
  - 7. Submit Sales Tax report form as required.
- C. Transmit application for payment with a transmittal form itemizing supporting documents attached.
  - 1. Transmit to the Architect.

##### 3.3 WAIVERS OF LIEN

- A. With final application for payment, submit complete waivers of lien from every entity who may be legally entitled to file a mechanic's or other lien against the work.
- B. Contractor's Affidavit of Release of Liens Forms: Use AIA form G706A.

##### 3.4 FIRST PAYMENT PROCEDURE

- A. The first application for payment will not be reviewed until the following submittals have been received:
  - 1. Certificates of insurance.
  - 2. Performance and payment bonds.
  - 3. Schedule of Values.
  - 4. List of subcontractors, principal suppliers, and fabricators.

5. Contractor's construction schedule.
6. All submittals specified to occur prior to first application for payment or prior to first payment.

### 3.5 MODIFICATION PROCEDURES

- A. Designate a single individual authorized to receive change documents and who will be responsible for informing others of changes to the work.
- B. Changes in cost resulting from modifications shall include only those costs specified elsewhere in the contract documents.
- C. When requested in writing, the contractor shall provide sufficient information for evaluation of proposed changes within 14 days.
- D. Provide the following information for every change proposal request:
  1. The amount of change in the contract sum, if any.
  2. The amount of change in the contract time, if any, with explanation.
  3. Cost breakdown, using schedule of values line items, separated into material and labor costs, additions and deletions, and with overhead and profit handled in the same manner as specified for the schedule of values.
  4. The period of time within which the proposed changes in contract sum or time will be valid.
  5. A statement describing the effect the change may have on the work of other prime contractors.
  6. Upon request, provide the following information:
    - a. Quantities and unit costs of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.

### 3.6 FINAL COMPLETION PROCEDURES

- A. Submit the following with application for payment following final completion:
  1. Contractor's affidavit of release of liens.
  2. Meter readings of all utilities services for which the Contractor has been paying.
  3. Request for reduction or release of retainage.
  4. Consent of Surety to reduction in or partial release of retainage.
  5. Final list of incomplete work.
  6. Other data required by the contract documents.

### 3.7 FINAL COMPLETION PROCEDURES

- A. Procedures
  1. Contractor shall perform their own punch list inspection and submit to Architect the list with corrective actions taken.
  2. Architect will perform punch list inspection and submit to contractor.
  3. Contractor to perform all corrective action required and submit to Architect all actions taken and then read for final inspection.
  4. Architect will review contractors corrective actions taken and if ready, will notify SCO for final inspection.
- B. Request for final inspection and final applications for payment may coincide.
- C. The Architect will perform inspection for final completion, upon request of the Contractor.
  1. Submit the following with request for inspection:
    - a. Previous inspection lists indicating completion of all items.
    - b. If any items cannot be completed, obtain prior approval of such delay.

- D. Submit the following with the final application for payment:
1. Certified copy of the previous list of items to be completed or corrected, stating that each has been completed or otherwise resolved for acceptance.
  2. Updated final statement, accounting for final changes to the contract sum.
  3. Consent of Surety to Final Payment.
  4. Meter readings of all utilities services for which the Contractor has been paying after substantial completion.
  5. Certification that financial obligations to governing authorities and public utilities have been fulfilled.
  6. Description of unsettled claims.
  7. Owner's Manuals and Warranties.
  8. Any other data required by the contract documents.

END OF SECTION 01027

## **SECTION 01045 - CUTTING AND PATCHING**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
  - 1. Make the several parts fit properly;
  - 2. Uncover work to provide for installing, inspection, or both, of ill-timed work;
  - 3. Remove and replace work not conforming to requirements of the Contract Documents; and
  - 4. Remove and replace defective work.
- B. Related work:
  - 1. In addition to other requirements specified, upon the Architect's request, uncover work to provide for inspection by the Architect of covered work, and remove samples of installed materials for testing.
  - 2. Do not cut or alter work performed under separate contracts without the Architect's written permission.

#### **1.2 SUBMITTALS**

- A. Request for Architect's consent:
  - 1. Prior to cutting which effects structural safety, submit written request to the Architect for permission to proceed with cutting.
  - 2. Should conditions of the Work, or Schedule, indicate a required change of materials or methods for cutting and patching, so notify the Architect and secure his written permission and the required Change Order prior to proceeding.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.
- B. All concrete patching to be done with low moisture, non-shrink grout.

### **PART 3 - EXECUTION**

#### **3.1 SURFACE CONDITIONS**

- A. Inspection:
  - 1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
  - 2. After uncovering the work, inspect conditions affecting installation of new work.
- B. Discrepancies
  - 1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
  - 2. Do not proceed until unsatisfactory conditions are corrected.

#### **3.2 PREPARATION PRIOR TO CUTTING**

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

### 3.3 PERFORMANCE

- A. Perform required excavating and backfilling as required under pertinent other Sections of these Specifications.
  - 1. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
  - 2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION 01045

## **SECTION 01090 - ABBREVIATIONS AND SYMBOLS**

### **PART 1 - GENERAL**

#### **1.1 REFERENCE TO APPLICABLE STANDARDS**

- A. Wherever reference is made to Codes, Standards Specifications or other data published by regulating agencies or accepted organizations, it shall be understood that such reference is made to the latest edition, (including addenda) published prior to the date of Contract Documents, except as noted specifically otherwise by date in the contract documents.
- B. Abbreviations and symbols used in the Specifications can be grouped into three (3) basic categories:
1. Abbreviations of reference symbols.
  2. Abbreviations of words and phrases.
  3. Symbols.
- C. Among those which may be used in the Contract Documents are the following (with respective abbreviation used):

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ACRI	Air Conditioning and Refrigeration Institute
ADC	Air Diffusion Council
AFI	Air Filter Institute
AGA	American Gas Association
AGCA	Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALS	American Lumber Standards
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
ARI	Air Conditioning and Refrigeration Institute
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for testing and Materials
ATI	Asphalt Tile Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society

BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America
BRI	Building Research Institute
CABRA	Copper and Brass Research Association
CAGI	Compressed Air and Gas Institute
CE	Corps of Engineers (Army)
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
ETL	Electrical Testing Laboratories
FGMA	Flat Glass Marketing Association
FHA	Federal Housing Administration
FM	Factory Mutual Engineering Division, Association of Factory Mutual Fire Insurance Companies
FPL	Forest Products Laboratory
FS	Federal Specifications
FTI	Facing Tile Institute
GA	Gypsum Association
GTA	Glass Tempering Association
HPMA	Hardwood Plywood Manufacturers Association
IBRM	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineering
IES	Illuminating Engineering Society
JAN	Joint Army-Navy Specifications
MAC	Masonry Advisory Council
MIA	Marble Institute of America
MLMA	Metal Lath Manufacturers Association
MS	Military Specifications
MSS	Manufacturers Standardization Society of the Valves and Fitting Industries
MSTD	Military Standard
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NAPF	National Association of Plastic Manufacturers
NBHA	National Builders Hardware Association
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electric Code (NFPA Pamphlet No. 70)
NEMA	National Electric Manufacturers Association
NEMI	National Elevator Manufacturing Industry, Inc.
NFC	National Fire Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NHLA	National Hardwood Lumber Association
NHPMA	Northern Hardwood and Pine Manufacturers Association
NPA	National Particleboard Association
NPCA	National Paint and Coatings Association
NRMCA	National Ready Mixed Concrete Association
NSC	National Safety Council
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association, Inc.
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration

PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PEI	Porcelain Enamel Institute, Inc.
PS	Product Standard, U.S. Department of Commerce
RIS	Redwood Inspection Service
RTI	Resilient Tile Institute
SAE	Society of Automotive Engineers
SBI	Steel Boiler Institute
SCMA	Southern Cypress Manufacturers Association
SDI	Steel Deck Institute
SDI	Steel Door Institute
SJI	Steel Joint Institute
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SMFMA	Sprayed Mineral Fiber Manufacturers Association, Inc.
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SWFPA	Structural Wood Fiber Products Association
TCA	Tile Council of America
TEMA	Tubular Exchange Manufacturing Association
TIMA	Thermal Insulation Manufacturers Association
TPI	Truss Plate Institute
UL	Underwriter's Laboratories, Inc.
UPC	Uniform Plumbing Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

## 1.2 ABBREVIATIONS OF WORDS AND PHRASES

- A. Abbreviations of words and phrases applicable to this Project; other than listed above for reference standards, shall be as shown on the Drawings.

## 1.3 SYMBOLS

- A. Symbols representing construction materials and the equipment applicable to this Project shall be as shown on the Drawings.

PART 2 & 3 - NOT USED.

END OF SECTION 01090

## **SECTION 01200 - PROJECT MEETINGS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Architect will conduct project meetings throughout the construction period.
- B. Related work:
  - 1. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

#### **1.2 SUBMITTALS**

- A. Agenda items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be included in or added to the agenda.
- B. Minutes:
  - 1. The Architect will compile minutes of each project meeting and will furnish one copy to each Contractor and required copies to the Owner.
  - 2. Recipients of copies may make and distribute such other copies as they wish.

#### **1.3 QUALITY ASSURANCE**

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

### **PART 2 - PRODUCTS**

(No products are required in this Section)

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

- A. Except as noted below for Preconstruction Meeting, project meetings will be held monthly,
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

#### **3.2 PRECONSTRUCTION MEETING**

- A. Preconstruction Meeting will be scheduled to be held by the Architect prior to the written Notice to Proceed.
  - 1. Provide attendance by authorized representatives of the Contractors and major sub-contractors.
  - 2. The Architect will advise other interested parties, including the Owner and representative.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items:

1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Architect.
2. Channels and procedures for communication.
3. Construction schedule, including sequence of critical work.
4. Contract Documents, including distribution of required copies of original Documents and revisions.
5. Processing of Shop Drawings and revisions.
6. Processing of Bulletins, field decisions, and Change Orders.
7. Rules and regulations governing performance of the Work; and
8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

### 3.3 PROJECT MEETINGS

#### A. Attendance:

1. To the maximum extent practical, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.
3. Representative from the owner.

#### B. Minimum agenda:

1. Review progress of the Work since last meeting, including status of submittals for approval.
2. Identify problems which impede planned progress.
3. Develop corrective measures and procedures to regain planned schedule.

Complete other current business.

END OF SECTION 01200

## **SECTION 01310 - SCHEDULES AND REPORTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General Conditions and other Division 1 specifications sections, apply to work of this section.

#### **1.2 DESCRIPTION**

- A. Post Award Requirements
  - 1. Draft of Construction Schedule: Within two weeks of Date of Commencement of the Work, Contractor shall complete Construction Schedule. (Bar chart is acceptable.)
  - 2. Level of Detail: Except for procurement and General Conditions requirements, differentiate activities on schedule so that no single activity shown requires more than twenty-one (21) calendar days to complete.
- B. Schedule of Values
  - 1. Within seven (7) days after completion of Construction Schedule and before first pay request, Contractor shall submit Schedule of Values (see Section 01370) for review by the Architect allocating a dollar value for each activity on Construction Schedule. Dollar value for each activity will include cost broken into labor, materials, and pro rata contribution to overhead and profit. Subcontract sums will be identified on the Schedule of Values and broken down as described above.
- C. Approval
  - 1. Approval of Construction Schedule and Schedule of Values will be signified by the Architect and Contractor's joint signatures on one copy of each document. Thereafter, Project will be monitored with Construction Schedule, which Contractor shall use in planning, organizing, directing, coordinating, and executing the Work and which shall be the basis for evaluating the progress of the Work.
- D. Schedule Revisions
  - 1. General: Revisions to approved Construction Schedule must be approved in writing by Architect and Contractor.
  - 2. Contractor: Submit requests for revisions to schedule to Architect together with written rationale and description of logic for rescheduling work to maintain Specific Contractual Milestone Dates.
    - a. Proposed revisions acceptable to the Architect will be incorporated into next update of Construction Schedule by the Contractor.
  - 3. Owner: Changes initiated by Owner and implemented by Change Orders which have potential to affect critical dates will require Contractor to prepare revised schedule for the Architect's concurrence. The Architect's approved revisions will be incorporated into the Construction Schedule. Adjustments in scheduled completion dates, either for intermediate activities or for Contract as a whole, will be considered only to extent that there is not sufficient float to absorb the revisions accepted.

E. Recovery Schedule

1. General: Should updated Construction Schedule show Contractor to be fourteen (14) or more days behind schedule at any time during construction, the Architect may require Contractor to prepare Recovery Schedule, which will display Contractor's plan for returning to schedule within subsequent pay period.
2. Schedule Preparation: Within seven (7) days after notice from the Architect, prepare and submit to the Architect a Recovery Schedule, incorporating best available information from Subcontractors and others which will permit return to Construction Schedule within subsequent pay period. Prepare Recovery Schedule to same level of detail as Construction Schedule.
3. Schedule Assessment: Seven (7) days prior to expiration of Recovery Schedule, confer with the Architect to assess effectiveness of Recovery Schedule. As a result of this conference, the Architect will direct Contractor as follows:
4. Behind Schedule: If the Architect determines Contractor is still behind schedule, the Architect will direct Contractor to prepare another Recovery Schedule for subsequent pay period.
5. On Schedule: If the Architect determines Contractor has successfully complied with provisions of Recovery Schedule, the Architect will direct Contractor to return to use of Construction Schedule.

PARTS 2 & 3 - NOT USED.

END OF SECTION 01310

## **SECTION 01340 - SUBMITTALS AND SUBSTITUTIONS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to General Conditions Amendments to General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. Individual requirements for submittals also may be detailed in pertinent Sections of these Specifications.
- C. Work not included:
  - 1. Unrequired submittals will not be reviewed by the Architect.
  - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect.

#### **1.2 SUBMITTALS**

- A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.
- B. Coordination of Submittals:
  - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
  - 2. Verify that each item and the submittal for it CONFORMS IN ALL RESPECTS to the specified requirements.
  - 3. By affixing his signature to each submittal, the Contractor certifies that THIS COORDINATION HAS BEEN PERFORMED.
  - 4. The Contractor shall stamp the shop drawings as "Approved" or "Approved as Noted" before submitting to Architect for review.

#### **1.3 QUALITY ASSURANCE**

- A. "Equals" and "Substitutions"
  - 1. The Contract is based on the standards of quality established in the Contract Documents. Requests for substitutions will be considered when submitted according to the procedures set forth below.
    - a. Particularly with regard to MAJOR materials, equipment or methods proposed for the Work as set forth in the Contract Documents, Contractor's request(s) for approvals of "equals" not specifically named in the Contract Documents MUST BE SUBMITTED IN WRITING with supporting documentation, and in the hands of the Architect no less than fourteen (14) days, prior to bid date. Telephone requests for consideration of proposed "equals" will not be accepted.
    - b. On other items of Work, Contractor may request consideration of substitution, when submitted in writing with supporting documentation within fourteen (14) days following the Notice to Proceed.

- B. Where the phrase "or equal" or "equal as approved by Architect" occurs in the Contract Documents, do not assume that the Contractor's choice of materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this Work by the Architect.
- C. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Architect.

## PART 2 - PRODUCTS

### 2.1 SHOP DRAWINGS

- A. Scale and Measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its methods of connection to the Work.
- B. Types of prints required:
  - 1. Submit Shop Drawings in the form of five blueline or blackline prints of each sheet; Architect will retain one copy.
- C. Review comments of the Architect will be shown in red on prints and returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.

### 2.2 MANUFACTURER'S LITERATURE

- A. Where contents of submitted literature from the manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Submit three copies of each which are required to be returned, plus one copy which will be retained by the Architect.

### 2.3 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of Submittals" below.
- B. Number of Samples required:
  - 1. Unless otherwise specified, submit one sample in the quantity which is required to be returned, plus one which will be retained by the Architect.
  - 2. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.
  - 3. Except as noted in 2.3.B.2 above, no selections of color, texture or finish will be approved by the Architect until ALL substitutions have been approved by the Architect, and ALL necessary samples and color, texture, finish proposals have been submitted in their entirety by the Contractor, in order that a coordinated, total scheme may be developed by the Architect.

## PART 3 - EXECUTION

### 3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
  - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.

2. On re-submittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Architect for his review upon request.

### 3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
  1. Partial submittals may be rejected as not complying with the provisions of the Contract.

### 3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of schedule dated for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery. All submittals shall be submitted within thirty (30) days of the notice to proceed.

### 3.4 ARCHITECT'S REVIEW

- A. Review by the Architect does not relieve the Contractor from responsibility for errors which may exist in the submitted data.
- B. Revisions:
  1. Make revisions required by Architect.
  2. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided in the General Conditions.
  3. Make only those revisions directed or approved by the Architect.

END OF SECTION 01340

## **SECTION 01370 - SCHEDULE OF VALUES**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: Provide a detailed breakdown of the agreed Contract sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Amendments to General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. Schedule of values may be described on the continuation sheet of AIA document G702 accompanying applications for payment.

#### **1.2 SUBMITTALS**

- A. Prior to first application for payment, submit a proposed schedule of values to the Architect. See Section 01310.
  - 1. Meet with the Architect and determine additional data, if any, required to be submitted.
    - a. Mobilization, Submittal Review, Material Delivery, Execution of the Work, and Punch listing shall be included in the schedule.
  - 2. Secure the Architect's review of the schedule of values prior to submitting first application for payment.

**PART 2 & 3 - NOT USED.**

**END OF SECTION 01370**

## **SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
  - 1. Temporary utilities such as heat, water, electricity, facsimile machine, and telephone.
  - 2. Sanitary facilities.
  - 3. Enclosures such as tarpaulins, barricades, and canopies.
  - 4. Project sign.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Amendments to General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
  - 3. Permanent installation and hookup of the various utility lines are described in other Sections.

#### **1.2 PRODUCT HANDLING**

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

#### **1.3 LOCAL REGULATIONS**

- A. Comply with all local ordinances and owner regulations, including local and temporary facilities, parking and storage.

### **PART 2 - PRODUCTS**

#### **2.1 UTILITIES**

- A. Water:
  - 1. Provide necessary temporary piping, upon completion, remove such temporary facilities.
  - 2. Existing onsite water may be used.
- B. Electricity:
  - 1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
  - 2. Provide area distribution boxes so located that the individual trades may obtain power and lighting at points where needed for work, inspection, and safety.
  - 3. Existing metered electricity may be used, coordinate use with owner.
- C. Heating: Provide and maintain heat necessary for proper conduct of operations needed in the Work.

- D. Telephone:
  - 1. Make necessary arrangements and pay costs for installation and operation of email to the Contractor's office at the site.
  - 2. Make the telephone available to the Architect for use in connection with the Work.
- E. Email:
  - 1. Make necessary arrangements and pay costs for installation and operation of email to the Contractors office at the site.
  - 2. Make the email available to the Architect for use in connection with the Work.

## 2.2 FIELD STORY SHEDS

- A. Contractors facilities:
  - 1. Provide storage sheds adequate in size and accommodation for Contractors, supply and storage.
  - 2. Within the Contractor's facilities, provide enclosed space adequate for holding project meetings.
  - 3. Location of storage and staging area is limited and must be approved by owner.
- B. Sanitary facilities:
  - 1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
  - 2. Maintain in a sanitary condition at all times.

## 2.3 ENCLOSURES

- A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.
  - 1. All apparatus, equipment, temporary and permanent construction shall meet all local and State labor laws and safety regulations applicable thereto.

## 2.4 PROJECT SIGN

- A. It shall be the responsibility of the General Contractor to have constructed, painted, mounted, etc. and installed a project sign, as shown on drawing by the Architect.
- B. Upon completion of the Work, demount the job sign and dispose of property.
- C. Except as otherwise specifically approved by the Architect, do not permit other signs or advertising on the job site.

## PART 3 - EXECUTION

### 3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Architect.

### 3.2 TRAFFIC COORDINATION

- A. Any construction related activities, such as receiving, loading, unloading, or other activities which may be an interruption to normal vehicular traffic flow on the campus shall be coordinated in advance by the Contractor with the public authority having jurisdiction.

END OF SECTION 01500

## **SECTION 01620 - PRODUCT HANDLING**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

#### **1.2 MANUFACTURERS' RECOMMENDATIONS**

- A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

#### **1.3 PACKAGING**

- A. Deliver products to the job site in the manufacturer's original containers, with labels intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Architect may reject as non-complying, material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

#### **1.4 PROTECTION**

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

#### **1.5 REPAIRS AND REPLACEMENTS**

- A. In the event of damage, promptly make replacements and repairs to the approval of the Architect, and at no additional cost to the Owner.

### **PART 2 & 3 - NOT USED.**

END OF SECTION 01620

## **SECTION 01710 - CLEANING**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: Throughout the construction period, maintain the building and site in a standard of cleanliness as described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Amendments to General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

#### **1.2 QUALITY ASSURANCE**

- A. Conduct daily inspection to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section. Comply with pertinent requirements of governmental agencies having jurisdiction.

### **PART 2 - PRODUCTS**

#### **2.1 COMPATIBILITY**

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

- A. General:
  - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
  - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  - 3. At least once per day, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
  - 4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
  - 5. The building shall be cleaned daily of all debris and waste material resulting from the construction operations.

END OF SECTION 01710

## **SECTION 02050 – SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
- B. Related Documents:
  - 1. Division 0 - Bidding and General Conditions, Division 1 - General Requirements, all applicable provisions in the technical specifications section of Division 2 through 16 and applicable drawings.
  - 2. Demolition plans.
- C. Related Sections:
  - 1. Division 1, Cutting and Patching.
  - 2. Division 1, Temporary Facilities and Services.

#### **1.2 PROJECT CONDITIONS**

- A. Occupancy:
  - 1. The General contractor will be responsible for installing a physical barrier between the public and the construction area.
- B. Existing Conditions:
  - 2. After the project is begun, the contractor is responsible for the condition of areas to be demolished. The owner does not warrant that the condition of structures to be demolished will not have changed since the time of inspection for bidding purposes.
- C. General Demolition Notes:
  - 1. The General Contractor will provide all demolition services.
  - 2. The General Contractor is to notify the Architect of any unforeseen conditions, and of any conditions that differ from those described in the drawings.
  - 3. The General Contractor should survey the site and building prior to submitting a bid.
  - 4. Summary of selective demolition conditions.
    - a) Site
    - b) Existing Portion of Chapel
- D. Hazardous Material
  - 1. The Owner has had asbestos removed and a final report is available.

### **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and sealed.
- B. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required.
- C. Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.

### **3.2 PREPARATION**

- A. Traffic: Do not obstruct walks or public ways without the written permission of governing authorities and of the owner. Where routes are permitted to be closed, provide alternate routes if required.
- B. Protection:
  - 1. Provide for the protection of persons passing around or through the area of demolition.
  - 2. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.
  - 3. Provide protective measures to ensure free and safe passage of persons to and from occupied areas.
  - 4. Protect existing site appurtenances and landscaping to remain.
  - 5. Provide a silt fence as required.
- C. Structural Support:
  - 1. Construct and maintain shoring, bracing, and supports as necessary to ensure the stability of structures.
- D. Damages: Without cost to the owner and without delay, repair any damages caused to utilities to remain.

### **3.3 UTILITY SERVICES**

- A. Arrange with utility companies and shut off indicated utilities serving portion of structures to be removed.
- B. Disconnect and cap indicated utilities before starting demolition operations.
- C. Identify location of capped utilities on project record documents.
- D. Existing utilities to be maintained for portion of building to remain.

### **3.4 EXPLOSIVES**

- A. Do not use explosives.
- 3.5 POLLUTION CONTROLS
  - A. Observe environmental protection regulations.
- 3.6 DEMOLITION - GENERAL
  - A. Perform work in a systematic manner.
  - B. Use any methods permitted by governing regulations and the requirements of the contract documents.
- 3.7 DEMOLITION ON OR BELOW GRADE
  - A. Contractor is to be sure all scrap materials are removed from the soil, and the site.
  - B. Where the new slabs, sidewalks, and parking areas occur, the Contractor is to use suitable compacted fill as replacement soil.
- 3.8 DISPOSAL OF DEMOLISHED MATERIALS
  - A. Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site.
  - B. Transport materials resulting from demolition operations and legally dispose of off-site.
  - C. Do not burn removed materials on project site.
  - D. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- 3.9 CLEANING
  - A. Remove tools and equipment. Dispose of scrap properly.
  - B. Leave exterior areas free of debris.
  - C. Return surfaces to remain to condition existing prior to commencement of demolition.
- 3.10 PME SYSTEMS
  - A. See drawings.

END OF SECTION 02050