

**Project No.
25009**

**Specifications
For**

NEW BERN AVE. BEACH ACCESS



Atlantic Beach, NC



Coastal Architecture
4206 Bridges Street Ext., Suite C
Morehead City, NC 28557
252-247-2127

**Date of Issue:
November 20, 2025**

Project Manual
Including
Bid Proposal, Contract Documents & Specifications
For the Construction of

New Bern Ave Beach Access
Atlantic Beach, NC

PREPARED BY:

Coastal Architecture
4206 Bridges Street Extension, Suite c
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252-247-2127

Architect's Project Number: 25009

Date of Issue: 11/20/25



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NEW BERN AVE BEACH ACCESS ATLANTIC BEACH, NORTH CAROLINA

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INVITATION TO BID

BIDS for the construction of the New Bern Ave. Beach Access will be received by the Town of Atlantic Beach at the Public Services Building in Atlantic Beach, until 2:00pm on Friday December 19, 2025.

A non mandatory Prebid meeting will be held by "TEAMS" meeting on Friday December 12, 2025 and 10:00am. Contact Architect for TEAMS invitation.

The CONTRACT DOCUMENTS may be obtained from Architects website, www.coastalarchitecture.net or purchased from the Architect for a sum of \$75.00 per set. (Non Refundable)

The Owner reserves the unqualified right to reject any and/or all bids.

Bids are to be delivered to Town of Atlantic Beach Public Services Building.

Town of Atlantic Beach Public Services Building
1400 W Fort Macon Rd
Atlantic Beach, NC 28512

A Bid Bond will not be required, and a 100% Performance and Payment Bond will not be required.

INFORMAL CONTRACT

FOR

**NEW BERN AVE.
BEACH ACCESS**

Atlantic Beach, NC

SCOPE OF WORK

*New Beach Access; elevated wooden walkways, ramps, etc.
New Bern Ave., Atlantic Beach, NC*

NOTICE TO BIDDER

Complete plans and specification and contract documents can be obtained from



Coastal Architecture, pllc
4206 Bridges Street Extension, Suite C
Morehead City, NC 28557
252-247-2127
www.coastalarchitecture.net
Lee@coastalarchitecture.net

Plans are also available from www.atlanticbeach-nc.com

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.

A bid bond, performance bond, and payment bond are not required.

No bid may be withdrawn after the receipt of proposal for a period of 45 days. The Owner reserves the right to reject any or all proposals and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Beach Accesses Bid Proposal:**

Attn:

*Town of Atlantic Beach
(Bid Date)
(Contractor)
(License Number)*

GENERAL CONDITIONS

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.

MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities 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 there from, all in accordance with the contract documents.

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.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

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. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

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

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

<p>*Inspection and certification of compliance by local authorities is necessary if an architect or engineer was <u>not</u> employed on the project, or if the plans and specifications were not approved and the construction inspected by the State Construction Office.</p>
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SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

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 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina 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 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.

TAXES

Federal Excise Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3442(3)).

Federal Transportation Taxes do not apply to materials entering into State work (Internal Revenue Code, Section 3475 (b) as amended).

North Carolina Sales Taxes and Use Tax do apply to materials entering into State Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into State work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

ACCOUNTING PROCEDURES FOR REFUND OF COUNTY SALES & USE TAX

(THIS SECTION ONLY APPLIES TO STATE OWNED PROJECTS)

Contractors for State owned projects shall provide the owner a signed statement containing the information listed in G.S. 105-164.14(e) for all materials purchased for the project.

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement 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.

EQUAL OPPORTUNITY

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

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

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.

The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.

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

INVOICES FOR PAYMENT

Partial payments will be made monthly with a 10 % retainage. Final payment will be made lump sum within forty-five (45) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of AIA Request for Payment which are to include the contract, account and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Mr. Lee Dixon, AIA
Coastal Architecture
4206 Bridges Street Extension, Suite C
252-247-2127
Lee@coastalarchitecture.net

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

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.

GUARANTEE

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

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

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

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

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

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 and shall fully complete all work hereunder within (75) consecutive calendar days from the Notice to Proceed for base bid contract for each site. 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.

UTILITIES

Contractor to provide all temporary utilities required for the construction of this project

SECURITY

The contractor is responsible for security of the jobsite.

USE OF SITE

Coordinate with Owner all working schedules.

PROPOSAL AND CONTRACT

For:

**New Bern Ave.
Beach Access
Atlantic Beach, NC
Project # 25009**

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Town of Atlantic Beach for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Town of Atlantic Beach and the architect for the sum of:

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

Respectively submitted this _____ day of _____ 20____

(Contractor)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

(Owner, partner, corp. Pres. Or Vice President)

(Proprietorship or Partnership)

Address: _____

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

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

ACCEPTED by the Town of Atlantic Beach

Through the

(Agency/Institution)

BY: _____ TITLE: _____

DATE: _____, 20____

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

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

SECTION A: INTENT

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

SECTION B: DEFINITIONS

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

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

SECTION C: RESPONSIBILITIES

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

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

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

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

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

2. State Construction Office

The State Construction Office will be responsible for the following:

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

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

3. Owner

Before awarding a contract, owner shall do the following:

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

4. Designer

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

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

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

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

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

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

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

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

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

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

6. **Minority Business Responsibilities**

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

SECTION 4: DISPUTE PROCEDURES

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

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

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

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

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

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

OR

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

OR

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

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

MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

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

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

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

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's sections of Divisions 2 through 16 and applicable drawings apply to this section.

1.2 PROJECT DESCRIPTION

- A. The project consists of a new Beach access
 - 1. As shown in contract documents.
- B. The work consists of:
 - 1. New beach access, including walkways, ramps, handrails, guardrails, decking, railing, and minor grading.

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 Atlantic Beach and CAMA
 - 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. Limited Storage and staging areas will be available on site.
- 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.

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 may 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
- 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 and Contingency Cash Allowance: The Contractor's overhead, profit, shipping costs, glue and adhesive, underlayment's, etc. and taxes shall be included in the Base Bid Contract Price, but not in the allowance. All allowances agreed upon shall clearly indicate materials only or materials and labor included as the case may be. For allowance listed as materials only, the Contractor shall include in his base bid price all labor and associated installation costs. The contractor shall submit to the Architect for approval all bills for materials under Cash Allowances.

1.2 CONTINGENCY CASH ALLOWANCE

- A. Contingency Cash Allowance \$20,000.00 Portions of this allowance can only be authorized for use by the Architect's approval.
Please note: The General Contractor shall include profit and overhead in their base bid and not within the allowance figure. Therefore, when portions of this allowance is used and deviated from this allowance figure, no additional overhead and profit will be allowed.

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 10 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. Schedule of Values.
 - 3. List of subcontractors, principal suppliers, and fabricators.
 - 4. Contractor's construction schedule.
 - 5. 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 SUBSTANTIAL COMPLETION PROCEDURES

- A. Request for inspection and application for payment may coincide.
- B. The Architect will perform one inspection for substantial completion, upon request of the Contractor.
 1. If the Architect is unable to issue the certificate of substantial completion because the work is not considered to be substantially complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.
 2. Only one certificate of substantial completion will be issued, for the entire project.
- C. Submit the following with application for payment following substantial 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. Request for final inspection and final application for payment may coincide.
- B. The Architect will perform one 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.
 2. If the Architect is unable to issue the certificate for final payment because the work is not complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.
- C. 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.
 - 3. See Article 12 of General Conditions of the Contract for Construction.

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 may 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 may 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 within 15 working days of the written Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractors and major subcontractors.
 - 2. The Architect will advise other interested parties, including the Owner.
- 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 draft of time-scaled CPM 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 CPM 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, displayed in CPM format, 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 received 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 blue line or black line prints of each sheet; Architect will retain one copy. (Electronic Copy preferred)
- 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 includes 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 on 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 of any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, 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.
- C. Reimbursement of Architect's Costs
 - 1. In the event substitutions are proposed by the Architect after the Contract has been awarded, the Architect will record all time used by him and by his consultants in evaluation of each such proposed substitution.
 - 2. Whether or not the Architect approves a proposed substitution, the Contractor, promptly upon receipt of the Architect's billing, reimburse the Architect at the rate of two and one-half times the direct cost to the Architect and his consultants for all the time spent by them in evaluating the proposed substitution.

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.
 - b. Labor and materials shall be separate items.
 - 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.
 - 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. Provide temporary water as required.
- 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. Generator power to be by the Contractor.

2.2 SANITARY FACILITIES:

- A. 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 01710 - CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Throughout the construction period, maintain the 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 each week, 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 site shall be cleaned daily of all debris and waste material resulting from the construction operations.

END OF SECTION 01710