

**Bidding Documents**

**for**

**Columbus County  
Schools Emergency  
Generator ATS**

- East Columbus High School**·
- South Columbus High School**·
- Edgewood Elementary School**·

**Coastal  
Architecture**



**Coastal Architecture**

4206 Bridges Street, Suite C  
Morehead City, North Carolina 28557  
Phone: 252-247-2127  
Email: [Lee@CoastalArchitecture.net](mailto:Lee@CoastalArchitecture.net)  
[www.coastalarchitecture.net](http://www.coastalarchitecture.net)

**Project No.  
25023**

Whiteville,  
North Carolina

Issue Date:

June 5, 2026

**Project Manual**  
**Including**  
**Bid Documents**  
**for the Construction of**

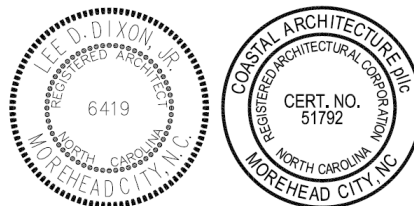
**COLUMBUS COUNTY SCHOOLS**  
**EMERGENCY GENERATOR ATS**  
**WHITEVILLE, NORTH CAROLINA**

- East Columbus High School·
- South Columbus High School·
- Edgewood Elementary School·

**PREPARED BY:**

**Coastal Architecture**  
**4206 Bridges Street, Suite C**  
**Morehead City, NC 28557**  
**252-247-2127 –phone**  
[Lee@coastalarchitecture.net](mailto:Lee@coastalarchitecture.net)  
[www.coastalarchitecture.net](http://www.coastalarchitecture.net)

**Architect's Project Number: 25023**  
**Date of Issue: June 5, 2026**



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SOUTH COLUMBUS HIGH SCHOOL  
EDGEWOOD ELEMENTARY SCHOOL  
EMERGENCY GENERATOR ATS  
PROJECT # 25023

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## INVITATION TO BIDS

BIDS for the East Columbus High School, South Columbus High School and Edgewood Elementary School Emergency Generator ATS will be received by the Owner until 11:00AM on June 30, 2026, and then opened and publicly read.

The CONTRACT DOCUMENTS may be obtained from Architects website, [www.coastalarchitecture.net](http://www.coastalarchitecture.net) after June 10, 2026, or purchased from the Architect for a sum of \$150.00 each per set.

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

Bids will be received at:

Columbus County  
127 W. Webster Street  
Commissioner's Board Room  
Whiteville, NC

**A 5% Bid Bond will be required, and a 100% Performance and Payment Bond will be required as part of the bid.**

There will be a non-mandatory pre-bid meeting via TEAMS on June 22, 2026, at 2:00PM.  
All bidders are encouraged to attend.

### Contract Type

The work will be accomplished under:

1. A single lump sum prime general contract covering general, mechanical and electrical construction contract. **EACH SCHOOL WILL BE BID SEPARATE.**
2. Bidders can be Single Prime General Contractors with mechanical and electrical subcontractors.
3. Electrical Contractors can serve as Single Prime Contractors if their mechanical subcontractor portion is less than 25% of the total Contract.
4. Mechanical Contractors can serve as Single Prime Contractors if their Electrical subcontractor portion is less than 25% of the total Contract.

SINGLE PRIME  
FORM OF PROPOSAL FOR:

Date: \_\_\_\_\_  
Bid: **Single Prime** \_\_\_\_\_  
Contractor: \_\_\_\_\_  
License #: \_\_\_\_\_  
Addenda Received: \_\_\_\_\_

## East Columbus High School ATS Modification

**Indicate your firm's name and date by filling in the above blanks and note the same items on your Proposal envelope or email transmittal.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as Principal or Principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications for the work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this Proposal is accepted to contract with the Owner in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the East Columbus High School ATS Modification as defined in these Contract Documents, in full and in complete accordance with the plans and specifications of the Owner and the Architect/Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents for the sum of:

**Base Bid: SINGLE PRIME CONTRACT:**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written Amount) (Number Amount)

The Single Prime Bidder shall identify their major subcontractors as listed below and amount of their portion of the work.

**Electrical Contractor:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Number Amount)

**Mechanical Contractor:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Number Amount)

\*\*\*\*\*

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Architect/Engineer and shall fully complete all work within **90** consecutive calendar days from and including said date. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The Bidder furthermore agrees to hold all prices for a period of 60 days from bid date.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS:**

\_\_\_\_\_  
(Name of Firm or Corporation Making Bid)

By: \_\_\_\_\_

\_\_\_\_\_  
(Proprietorship or Partnership)

Title: \_\_\_\_\_  
(Owner, Partner, or Corporate President or Vice President only)

**ATTEST:**

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Secretary or Assistant Secretary Only)

License No.: \_\_\_\_\_  
(Corporate Seal)

Addenda Received and Used in Computing Bids: (Initial as Appropriate)

Addendum No. 1 \_\_\_\_\_

Addendum No.5 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

Addendum No.6 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

End of Proposal Form

SINGLE PRIME  
FORM OF PROPOSAL FOR:

Date: \_\_\_\_\_  
Bid: **Single Prime** \_\_\_\_\_  
Contractor: \_\_\_\_\_  
License #: \_\_\_\_\_  
Addenda Received: \_\_\_\_\_

## South Columbus High School ATS Modification

**Indicate your firm's name and date by filling in the above blanks and note the same items on your Proposal envelope or email transmittal.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as Principal or Principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications for the work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this Proposal is accepted to contract with the Owner in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the South Columbus High School ATS Modification as defined in these Contract Documents, in full and in complete accordance with the plans and specifications of the Owner and the Architect/Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents for the sum of:

**Base Bid: SINGLE PRIME CONTRACT:**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written Amount) (Number Amount)

The Single Prime Bidder shall identify their major subcontractors as listed below and amount of their portion of the work.

**Electrical Contractor:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Number Amount)

**Mechanical Contractor:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Number Amount)

\*\*\*\*\*

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Architect/Engineer and shall fully complete all work within **90** consecutive calendar days from and including said date. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The Bidder furthermore agrees to hold all prices for a period of 60 days from bid date.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS:**

\_\_\_\_\_  
(Name of Firm or Corporation Making Bid)

By: \_\_\_\_\_

\_\_\_\_\_  
(Proprietorship or Partnership)

Title: \_\_\_\_\_  
(Owner, Partner, or Corporate President or Vice President only)

**ATTEST:**

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Secretary or Assistant Secretary Only)

License No.: \_\_\_\_\_  
(Corporate Seal)

Addenda Received and Used in Computing Bids: (Initial as Appropriate)

Addendum No. 1 \_\_\_\_\_

Addendum No.5 \_\_\_\_\_

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Addendum No.6 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

End of Proposal Form

SINGLE PRIME  
FORM OF PROPOSAL FOR:

Date: \_\_\_\_\_  
Bid: **Single Prime** \_\_\_\_\_  
Contractor: \_\_\_\_\_  
License #: \_\_\_\_\_  
Addenda Received: \_\_\_\_\_

## Edgewood Elementary School ATS Modification

**Indicate your firm's name and date by filling in the above blanks and note the same items on your Proposal envelope or email transmittal.**

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as Principal or Principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications for the work and the Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this Proposal is accepted to contract with the Owner in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Edgewood Elementary School ATS Modification as defined in these Contract Documents, in full and in complete accordance with the plans and specifications of the Owner and the Architect/Engineer, with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents for the sum of:

**Base Bid: SINGLE PRIME CONTRACT:**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written Amount) (Number Amount)

The Single Prime Bidder shall identify their major subcontractors as listed below and amount of their portion of the work.

**Electrical Contractor:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Number Amount)

**Mechanical Contractor:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Number Amount)

\*\*\*\*\*

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of the Architect/Engineer and shall fully complete all work within **90** consecutive calendar days from and including said date. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The Bidder furthermore agrees to hold all prices for a period of 60 days from bid date.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**WITNESS:**

\_\_\_\_\_  
(Name of Firm or Corporation Making Bid)

By: \_\_\_\_\_

\_\_\_\_\_  
(Proprietorship or Partnership)

Title: \_\_\_\_\_  
(Owner, Partner, or Corporate President or Vice President only)

**ATTEST:**

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
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Addendum No. 1 \_\_\_\_\_

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Addendum No.2 \_\_\_\_\_

Addendum No.6 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

End of Proposal Form

## **MINORITY BUSINESS PARTICIPATION**

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

## **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](http://www.nc-sco.com)

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

## MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

### APPLICATION:

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

### MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

**OR**

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

**OR**

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

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

## **MINIMUM COMPLIANCE REQUIREMENTS:**

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

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

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

**APPENDIX E**

**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

***SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT***



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

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

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

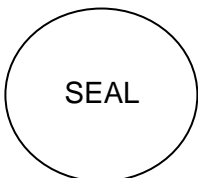
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



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

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

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_ contract.

(Name of Project)

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

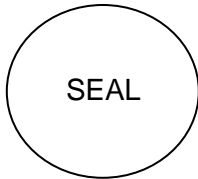
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

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

County of \_\_\_\_\_

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

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

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

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

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

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

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

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

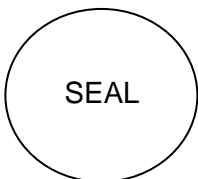
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

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

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

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

Project 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:

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

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

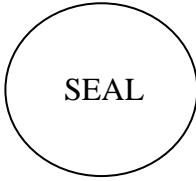
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**GENERAL CONDITIONS**

AIA Document A201 – 2017 – General Conditions of the Contract for Construction is referenced in these contract documents and is to be part of this contract.

This document can be obtained by contacting:

AIA North Carolina  
115 West Morgan Street  
Raleigh, North Carolina 27601  
919-833-6656 phone  
919-833-2015 fax order line

## **SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS AND GENERAL REQUIREMENTS**

### **SUPPLEMENTS TO AIA DOCUMENT A-201: 2007 Edition**

The following supplements modify, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A-201, 2007. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect. If in the event any articles of the Construction Contract are in direct conflict with Articles of the General Conditions, the Contract shall override for that portion that may be in conflict.

#### **ARTICLE 1:**

Add the following definitions:

- "Product" includes materials, systems, and equipment.
- "Provide" shall mean furnish and install complete in place, operational and ready for use.
- "Building Code" and "Code" refer to regulations of governmental agencies having jurisdiction
- "Or approved equal" and "equal to" shall mean substitute products by manufacturers other than those specified in the project manual, addenda, and on the drawings and which may be incorporated in the work after review and concurrence by the designer and the Owner.
- "Approved", "required", and "as directed" refer to and indicate the work or materials that may be approved, required or directed by the Architect acting as the agent for the "Owner"
- "Indicated" and "shown" shall mean as detailed or called for and reasonably implied in the contract documents.
- "Latest edition" shall mean the current printed document issued up to 30 calendar days prior to date of receipt of bids, unless specified otherwise.
- "Drawings" or "plans" mean the drawings enumerated in the contract documents, as well as all the information in the detail manual when applicable, addenda, and designer prepared field drawings and clarification drawings.
- "Specifications" mean this project manual and addenda thereto.
- "Similar" means in its general sense and not necessarily identical.
- "Shown", "indicated", "detailed", "noted", "scheduled" and terms of similar import, refer to the requirements contained in the Contract Documents.

#### **ARTICLE 2:**

2.2.5 Add: Drawings and Specification furnished to contractors:

Final Plans, Specifications and any Addendum will be posted on the Architect's website.

#### **ARTICLE 3:**

3.1.1 Add: The General Contractor shall be the "Project Expediter" and shall be responsible for proper coordination of all work.

3.12.11 Add: Product Data, and Samples - Each contractor shall submit electronic copies of all shop drawings, and any required samples for approval.

- 3.12.12 Add: The contractor shall make any corrections required by the Architect and file with him electronic copies, when requested. Additional copies shall be furnished to other trades and prime contractors where necessary to coordinate their work.
- 3.12.13 Add: The Contractor shall keep at the site a current set of shop drawings that bear the stamped approval of the Architect or Engineer.
- 3.15.1 Add: Prior to final inspection and acceptance of the building, the General Contractor shall clean the building, including but not limited to, glass, hardware, fixtures, equipment, masonry, clean floors as specified, and completely prepare the building for use by the Owner with no cleaning required by the Owner.

**Article 5:**

**ARTICLE 7:**

- 7.2.1 Add: The allowances for overhead and profit combined shall not exceed fifteen (15)% of net cost except where the change involves a subcontractor; allowances shall not exceed fifteen (15)% for the subcontractor and five (5)% for the prime contractor. No allowances shall be made for overhead and profit. In the case of deductible change orders, the contractor shall include not less than seven (7)% profit, but no allowance for overhead.

At the time of signing a change order, the contractor shall certify as follows, "I certify that my bonding company will be notified forthwith that my contract has been increased or decreased 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".

All requests for Change Orders must be in writing and be supported by a breakdown showing method of arriving at net costs. Breakdown shall include materials, labor, taxes, profit & overhead.

**ARTICLE 8:**

- 8.1.2 Add: The Contractor shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed and shall fully complete work hereunder within **90** consecutive calendar days from said date. For each day in excess of the above number of days, the Contractor(s) shall pay to the Owner the sum of as \$250.00 per consecutive calendar day liquidated damages, reasonably estimated in advance to cover losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete work within the time specified, such time being in the essence of this Contract and a material consideration thereof.
- 8.2.1 Add: In planning his construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect, which affects the critical path schedule. (14 weather days are part of this contract).

**ARTICLE 9:**

- 9.2 Add: Schedule of Values shall separate labor and material for each phase of the work.

The phases of work shall be broken down per each section of the specifications. Where a section includes two or more major items of work, they shall also be broken out separately including labor and material.

Each item in the Schedule of Values and Application for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

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

Submit five (5) copies, within 10 days of Notice to Proceed.

- 9.3.1 Add: Type of Form: Application and Certificate for Payment AIA Document G 702 and Continuation Sheet G 702A, latest edition. (The contractor may purchase these certificates from the American Institute of Architects, 1735 New York Avenue, NW, Washington, D.C.).

Number of copies: Five (5) unless otherwise noted. Must have original signatures.

Cut off for each application shall be the 25th of each month.

Application shall be in Architect's office no later than the last day of each month and shall be signed and notarized.

Retainage: Each certificate shall show, and the Owner will retain 10% of the amount of each estimate until final completion and acceptance of all work covered by the contract.

- 9.6.1 Add: The Owner shall make payment of each certificate no later than the last day of the following month.

**ARTICLE 11:**

- Add: All Certificates of Insurance required by the Contract Documents shall contain a provision that coverage's afforded under the policies will not be canceled, reduced in amount or coverage's 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.

Full contract amount shall appear on each document as necessary.

Effective date on each document shall be the same as the contract document date.

Expiration date shall be sufficient to complete the project.

An authorized individual agent, licensed to do business in North Carolina, shall countersign each policy.

The title "Licensed Resident Agent" shall appear after the signature.

- 11.1 Add:

Shall be furnished and maintained by contractor as outlined with the following adjustments and additions.

General Liability shall include: Comprehensive forms, premises- operations, independent contractor's protective, products and completed operations broad form property damaged, and explosion and collapse hazard.

Automobile liability shall include: Comprehensive form, owned, hired, and non-owned.

Worker's Compensation and Employer's Liability in accordance with North Carolina Statutory requirements.

11.1.2 Limits shall be as follows:

Combined Single Limit  
General Liability - For Bodily Injury and Property Damage  
Each Occurrence = \$1,000,000  
General Aggregate = \$2,000,000

Auto Liability - For Bodily Injury and Property Damage  
Combined Single Limit = \$300,000

Employer Liability for each accident = \$100,000

Subcontractor's Insurance Coverage - The Contractor shall either:

1. Require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Comprehensive General Liability, Automobile Liability, and Property Insurance of the type and the same amount as specified in paragraph above; or
2. Insure the activity of his subcontractors in his own policy.

11.4.1

Performance bond and payment bond will be required for 100% of the contract price.

### **ARTICLE 13: MISCELLANEOUS PROVISIONS**

The Project Expediter shall provide temporary power required for construction for all trades and disciplines unless otherwise stated in the specifications.

The Contractor will pay for electricity and water usage. The Contractor shall assure that temporary power and water are used in a responsible manner.

### **ARTICLE 15:**

15.1.5.1 Add: When Contract Time has been extended, as provided under this Paragraph 4.3.7.1, such extension of time shall not be considered as justifying extra compensation to the Contractor for Administrative costs or other such reasons.

15.1.5.2 Add: In planning his construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Architect if critical path of schedule is affected. A five year average will be used for calculating adverse weather. The Newport Weather Station will be used as a reporting station.

15.1.2 Add: Mediation will be the first step in solving claims. Arbitration shall be used to settle disputes or claims only if both parties agree to arbitration, otherwise, all disputes and claims shall be settled by normal legal means.

If arbitration is agreed by both parties, then after appointment of the arbitrator or arbitrators, the parties to the arbitration shall have the right to take depositions and to obtain discovery regarding the subject matter of the arbitration and, to that end, to use and exercise all of the same rights, remedies, and procedures, and be subject to all of

the same duties, liabilities, and obligations in the arbitration with respect to the subject matter thereof, as if the matter of the arbitration were pending in a civil action before a Superior Court of the State.

END OF SECTION 00800

## **SECTION 00820 – SPECIAL CONDITIONS**

1. **General:** Preliminary site work has been done. All contractors shall conduct their operations so as to cause the least possible interference with the normal remainder of the site. 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.
2. **On Site Parking:** Parking is not permitted on the Owner's property except for construction vehicles used in the performance of the work and only where approved by the Owner.
3. **Site Security:** The present level of security for the existing site 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 items 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 adjacent site features. Any damage shall be fully corrected to the satisfaction of the Architect.
6. Access to the building site shall be only between the hours of 7:00 am – 8:00 pm, Monday through Saturday up until August 23, 2026. After that date any inside work shall be performed at nights or weekends.
7. The Contractor shall be responsible for obtaining all building permit fees, impact fees, development fees, etc. as required.

END OF SECTION 00820

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

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

A. The Contractor shall, unless otherwise specified, supply all labor, transportation, materials, apparatus, fuel, water, energy, light and tools necessary for entire, proper and substantial completion of his work and shall install, maintain, and remove all equipment for the construction, other utensils or things and shall 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 structure and everything properly incidental thereto as shown on plans, stated in specifications or reasonably implied there from, all in accordance with the Contract Documents.

#### B. Contract type

The work will be accomplished under:

1. A single lump sum prime general contract covering general, mechanical and electrical construction contract.
2. Bidders can be Single Prime General Contractors with mechanical and electrical subcontractors.
3. Electrical Contractors can serve as Single Prime Contractors if their mechanical subcontractor portion is less than 25% of the total Contract.
4. Mechanical Contractors can serve as Single Prime Contractors if their Electrical subcontractor portion is less than 25% of the total Contract.

#### C. Scope of Work - scope of the work is, but not limited to as follows:

1. HVAC work
2. Electrical work
3. All related work

PART 2 & 3 - NOT USED.

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, profit and taxes shall be included in the 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 labor and installation in his base bid price. The contractor shall submit to the Architect for approval all bills for materials under Cash Allowances.

1.2 SCHEDULE OF CASH ALLOWANCES

The Respective Bidder shall clearly identify allowances within the contract.

- A. Contingency Allowance: \$ 25,000.00 (Note: taxes, overhead, and profit are in base bid and are not part of the contingency allowance figure.)

PARTS 2 & 3 - NOT USED.

END OF SECTION 01020

## **SECTION 01027 – APPLICATIONS FOR PAYMENT**

### **PART 1 – GENERAL**

#### **1.1 DESCRIPTION**

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

#### **1.2 QUALITY ASSURANCE**

- A. Prior to start of construction, secure the Architect's approval of the Schedule of Values required to be submitted under Paragraph 9.2 of the General conditions, and further described in Section 01370 of these Specifications.
- B. During progress of the work the Schedule of Value are to remain unchanged as approved by the Architect. Changes in the Contract Sum due to Change Orders or other modifications of the Contract shall be added to the Schedule of Values as Change Orders.
- C. Base requests for payment on the approved schedule of values.

#### **1.3 SUBMITTALS**

- 1. Make submittal of request for payment by filling in the agreed data on AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets.
- 2. Sign and notarize the Application and Certificate for Payment.
- 3. Submit (5) originals of the Application and Certificate for Payment (Electronic copies if agreed upon by all parties.)
- 4. Cut off period is the 25<sup>th</sup> of the month.
- 5. Submittals are due in Architect's office by the last day of each month.

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, inspecting, or both, of ill-timed work.
  - 3. Remove and replace work not conforming to requirements of the Contract Documents.
  - 4. Remove and replace defective work.
  
- B. Related work
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. 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.
  - 3. Do not cut or alter work performed under separate contracts without the Architect's written permission.

#### **1.2 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

#### **1.3 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 any required Change Order prior to proceeding.
  
- B. Notices to the Architect
  - 1. Prior to cutting and patching performed pursuant to the Architect's instructions, submit cost estimate to the Architect. Secure the Architect's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
  - 2. Submit written notice to the Architect designating the time the work will be uncovered, to provide for the Architect's observation.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIALS**

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.

## 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 01050 - FIELD ENGINEERING**

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Work included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
  - 1. Establishing and maintaining lines and levels.
  - 2. Structural design of shores, forms, and similar items provided by the Contractor as a part of his means and methods of construction.
  - 3. Geotechnical Engineering Including Footings, Slabs, and Pavement subgrade compaction.
  
- B. Related work:
  - 1. Additional requirements for field engineering also may be described in other Section of these Specifications.
  - 2. See also General Conditions.

#### 1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
  
- B. Upon request of the Architect, submit:
  - 1. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or non-conformance with requirements of the Contract Documents.

#### 1.3 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
  - 1. Locate and protect control points before starting work on the site.
  - 2. Preserve permanent reference points during progress of the Work.
  - 3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.
  - 4. Promptly advise the Architect when a reference point is lost or destroyed or requires relocation because of other changes in the Work.
    - a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
    - b. Locate such replacements according to the original survey control.
  
- B. The General Contractor shall employ a locator service to locate and mark all underground utilities as required.

PART 2 & 3 - NOT USED.

END OF SECTION 01050

## **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. If subcontractor's issues are of a concern, it can be communicated at this meeting, but management of the subcontractor will remain the responsibility of the Contractor.

#### **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 or Owner's representative will compile minutes of each project meeting, and will furnish one copy to 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 Pre-Construction Meeting, project meetings will be held monthly, unless project dictates differently.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

#### **3.2 PRECONSTRUCTION MEETING**

- A. Pre-construction Meeting will be held as soon as possible after the written Notice to Proceed.
  - 1. Provide attendance by authorized representatives of the Contractors and major subcontractors.
  - 2. The Architect or Owner's representative will advise other interested parties, including the Owner, and request their attendance.

- 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
  - 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.
- 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.
  - 4. 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 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 or Owner's representative 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 prior to contract award. 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 thirty (30) 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 electronic format.
- 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 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. (ie: G-1, G-2.....etc. for General Construction, P-1, P-2, .... etc. for Plumbing; M-1, M-2, ....etc. for Mechanical (HVAC); E-1, E-2, ....etc. for Electrical; SP-1, SP-2....etc for Sprinkler System; SU-1, SU-2, ... etc. for Site/Utilities.

1. When material is resubmitted of any reason, transmit under a new letter of transmittal and with a shop drawing number. (G-1r)
  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 resubmittals, and for placing orders and securing delivery. All submittals shall be submitted within ninety (90) days of the notice to proceed.
- 3.4 ARCHITECT'S REVIEW
- A. Review by the Architect or Owner's representative does not relieve the Contractor from responsibility for errors, which may exist in the submitted data.
- B. Revisions
1. Make revisions required by Architect or Owner's representative.
  2. If the Contractor considers any required revision to be a change, he shall so notify the Architect or Owner's representative 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.
  - 3. Schedule of values is required under Paragraph 9.2 of the General Conditions.

#### 1.2 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect or Owner's representative, provide copies of the subcontracts or other data acceptable to the Architect or Owner's representative, substantiating the sums described.

#### 1.3 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 Punchlisting shall be included in the schedule.
    - b. Mobilization shall be billed on a monthly basis equally distributed throughout construction contract time.
    - c. Materials and Labor breakdowns should be provided for each portion of work.
    - d. All General Conditions items shall be broken out separately.
    - e. All labor and materials are to be broken out separately.
  - 2. Secure the Architect or Owner's representative's approval 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
  - 5. Field office for the Contractor's personnel
  - 6. Temporary fencing of the construction site
  
- 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 including local and temporary facilities, parking and storage.

### PART 2 - PRODUCTS

#### 2.1 UTILITIES

- A. Water:
  - 1. The Contractor and his Plumbing Subcontractor to provide necessary temporary piping and water supply and, upon completion, remove such temporary facilities.
  - 2. Existing onsite water can be used.
  
- B. Electricity:
  - 1. The Contractor and his Electrical Subcontractor to 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 furnish and use 100' maximum length extension cords to obtain power and lighting at points where needed for work, inspection, and safety.
  3. Existing onsite Electrical can be used.
- C. Heating: Provide and maintain temporary 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 telephone service to the Contractor's office at the site.
- E. Temporary Fire Protection:
1. Contractor to provide any and all temporary construction fire extinguishers and standpipes required for the duration construction.

## 2.2 FIELD OFFICES AND SHEDS

- A. Contractors facilities:
1. Provide a field office building and sheds adequate in size and accommodation for Contractors offices, supply and storage.
  2. Within the Contractor's facilities, provide enclosed space adequate for holding project meetings. Furnish with table, chairs, and utilities.
- 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. Project signs shall only be installed where approved by Owner.
- A. Upon completion of the Work, demount the project signs.
- B. 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 or Owner's representative.

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 site shall be coordinated in advance by the Contractor with the Owner or 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.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to the General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

#### 1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

#### 1.3 MANUFACTURER'S RECOMMENDATIONS

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

#### 1.4 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.

#### 1.5 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 are 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.

#### 1.6 REPAIRS AND REPLACEMENTS

- A. In the event of damage, promptly make replacement sand repairs to the approval of the Architect, and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

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 twice each month, 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 01720 - PROJECT RECORD DOCUMENTS**

### **PART 1 - GENERAL**

#### **1.1 RECORD DRAWINGS**

- A. Contractors shall maintain a set of Record Drawings at the project site. These shall be kept legible and current, and shall be available at all times for the inspection of the Architect. All differences or changes in the contract work, or work added, shall be recorded daily on these Record Drawings in a contrasting color.
- B. The Architect or Owner's representative shall approve the Record Drawings.
- C. Receipt and approval of Record Drawings are prerequisites for final payment.

#### **1.2 MANUALS**

- A. Each Contractor shall submit to the Architect or Owner's representative before final acceptance three copies of all installation, operating instructions, and maintenance instructions on the equipment and materials furnished under his contract. Each set of copies shall be bound in a 3-ring, loose-leaf binder for 8-1/2" x 11 " paper. Label binder designating the name of the project, the names of the Owner, the name of the Contractor, and the equipment or materials included in the manual.

#### **1.3 GUARANTEES AND WARRANTIES**

- A. Contractors shall submit to the Architect or Owner's representative before final acceptance three originals of all warranties, guarantees, and surety bonds. All such documents shall show the name and location of the project and the name of the Owner.

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

**END OF SECTION 01720**