



## **PROJECT MANUAL**

# **NASH CI: REPLACE OBSOLETE FIRE ALARM SYSTEM IN FOUR SINGLE CELL UNITS**

SCO # 22-24604-01A

## **NASH CORRECTIONAL INSTITUTION**

2869 US 64 ALT,  
NASHVILLE, NC 27856

Prepared by:  
**NC Department of Public Safety**  
**Central Engineering**  
JOS # 3987

**Date – 12/20/2022**

## SEALS PAGE

### 1.1 DESIGN PROFESSIONALS OF RECORD

- A. Electrical Engineer:
1. William W Stevens.
  2. 41481.
  3. Responsible for Division 26 & 28 Sections except where indicated as prepared by other design professionals of record.



END OF DOCUMENT 00 0107



# North Carolina Department of Public Safety

## Central Engineering

North Carolina Department of Public Safety  
Central Engineering  
4216 MSC  
Raleigh, NC 27699-4216  
**ADVERTISEMENT FOR BIDS**

Please place the following advertisement for bids in your publication (content of the box below only).

Sealed proposals will be received until **2:00 PM** on 2/9/2023 in NCDPS Central Engineering, 2020 Yonkers Road, Raleigh, NC 27699, ATTN: Medhanie Arbed) **Door 4** for the construction of **SCO #22-24604-01A Nash CI: Replace Obsolete Fire Alarm System in Four Single Cell Units Project** at which time and place bids will be opened and read. If a bidder elects to mail their bid, we strongly urge that the bid be mailed to ensure receipt at our mailing address 48 hours prior to the bid opening to ensure receipt prior to the designated bid opening date and time.

Complete plans and specifications for this project can be obtained from **Central Engineering Office, 2020 Yonkers Road, Raleigh, NC 27699** or from **Medhanie Arbed, (919) 324 1244 and Medhanie.arbed@dac.nc.gov** 2020 Yonkers Road, Raleigh, NC 27699, **Door 4** during normal office hours after 1/9/2023

A mandatory pre-bid meeting will be held at **10:00 AM** on 1/25/2023 in **Admin building – Training Room at Nash CI, 2869 US 64 ALT. Nashville NC 27856**. Additional details noted in the Notice to Bidders.

The state reserves the unqualified right to reject any and all proposals.

First Date of Publication: 1/8/2023

Last Date of Publication: 1/8/2023

Invoices and correspondence regarding this advertisement placement shall be directed to:

**Medhanie Arbed**  
NCDPS Central Engineering  
4216 MSC  
Raleigh, NC 27699-4216  
**(919) 324 1244; Medhanie.arbed@dac.nc.gov**

# NOTICE TO BIDDERS

Sealed proposals will be received by the North Carolina Department of Public Safety in Raleigh NC, in the office of DAC Central Engineering, (**ATTN: Medhanie Arbed**) **Door #4**, 2020 Yonkers Road, Raleigh, NC (hand delivered); 4216 Mail Service Center, Raleigh, NC 27699-4216 (mailing address) up to **2:00 PM** 2/9/2023 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of:

**Nash CI: Replace Obsolete Fire Alarm System in Four Single Cell Units  
2869 US 64 ALT, Nashville, NC 27856  
SCO #22-24604-01A**

Bids will be received for a single prime contract. All proposals shall be lump sum.

## Pre-Bid Meeting

A mandatory pre-bid meeting will be held for all interested bidders on 1/25/2023 at **10:00 AM** at **Nash Correctional Institution, 2869 US 64 ALT, Nashville, NC 27856**. The meeting will address project specific questions, security, issues, bidding procedures and bid forms. **Failure to attend the Pre-Bid Conference will disqualify your company from bidding.**

Complete plans, specifications and contract documents will be open for inspection in the offices of North Carolina Department of Public Safety – Central Engineering and in the online plan room of the Associated General Contractors/Reed Construction Data, Carolinas Branch ([jsqft.com](http://jsqft.com)), the online plan room of McGraw-Hill Dodge Corporation ([dodge.construction.com](http://dodge.construction.com)), the online plan room at Construct Connect ([bidclerk.com](http://bidclerk.com)) the online plan and in Minority Plan Rooms at

**The Institute, ([theinstitutenc.org](http://theinstitutenc.org)), 114 West Parrish Street, Durham, NC 27701; 919-956-8889**

or may be obtained by those qualified as prime bidders, upon deposit of **One Hundred Fifty dollars (\$150.00)** in cash or certified check. The full plan deposit will be returned to those bidders provided all documents are returned in good, usable condition within ten (10) days after the bid date.

**NOTE:** The bidder shall include with the bid proposal the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for **Intermediate or Unlimited**] (set forth the license classification required by the NC General Contractors Licensing Board under G.S. 87-1)

**NOTE--SINGLE PRIME CONTRACTS:** Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license. **EXCEPT:** On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may subcontract to other properly licensed trades. [GS87-1.1- Rules .0210](#)

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

The owner reserves the right to reject any or all bids and to waive informalities.

**Designer:**  
Central Engineering  
*(Name)*

2020 Yonders RD, Raleigh, NC 27604  
*(Address)*

(919)716-3400  
*(Phone)*

**Owner:** NC Department of Public Safety\_  
Central Engineering

2020 Yonkers Road, Raleigh, NC 27604

(919)716-3400

## NASH CI: REPLACE OBSOLETE FIRE ALARM SYSTEM

For

North Carolina Department of Public Safety

December 18, 2022

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### **PART 1 - GENERAL CONDITIONS OF THE CONTRACT**

#### **1.1 ARTICLE 14 – CONSTRUCTION SUPERVISION AND SCHEDULE**

- A. 14.f: If the project is a single prime construction contract, the single prime contractor by default is the project expeditor. See General Conditions Article 1.i.
- B. **14g: The schedule for this project shall be a CPM Schedule. See Section 01 3100.**
- C. **14j: The schedule for this project shall be a CPM Schedule. See Section 01 3100.**

#### **1.2 ARTICLE 23 – TIME FOR COMPLETION, DELAYS, EXTENSIONS OF TIME**

- A. Article 23.a: The time for completion of the Work shall be **365** consecutive calendars days from the date of the Notice to Proceed to Final Acceptance.
- B. Article 23.b: Liquidated damages shall accrue at the rate of **\$500.00** per day for each calendar day in excess of the number of calendar days designated in Article 23.a.

#### **1.3 ARTICLE 35 – PERFORMANCE BOND AND PAYMENT BOND**

- A. If an awarded bid is over three hundred thousand dollars (\$300,000), the contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form provided by the State. An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

#### **1.4 ARTICLE 38 – USE OF PREMISES**

- A. Article 38.d: Contractor shall post a sign indicating Firearms are prohibited on the construction site. See security requirements under Section 01 1100 Security Requirements.

**END OF DOCUMENT 00 2213**





## **GENERAL CONDITIONS**

The General Conditions of this Contract Agreement between the “Bidding Contractor” and NCDPS Central Engineering shall follow the State Construction Office North Carolina Department of Administration Form OC-15 Twenty-Fourth Edition dated January 2013 – “Instructions to Bidders and General Conditions of the Contract”.

Form OC-15 Attached within this Document – See next page

**INSTRUCTIONS TO BIDDERS  
AND  
GENERAL CONDITIONS OF THE CONTRACT**

**STANDARD FORM FOR CONSTRUCTION PROJECTS**

**STATE CONSTRUCTION OFFICE  
NORTH CAROLINA  
DEPARTMENT OF ADMINISTRATION**

**Form OC-15**

**This document is intended for use on State capital construction projects and shall not be used on any project that is not reviewed and approved by the State Construction Office. Extensive modification to the General Conditions by means of “Supplementary General Conditions” is strongly discouraged. State agencies and institutions may include special requirements in “Division 1 – General Requirements” of the specifications, where they do not conflict with the General Conditions.**

**Twenty Fourth Edition January 2013**

## **INSTRUCTIONS TO BIDDERS**

**For a proposal to be considered it must be in accordance with the following instructions:**

### **1. PROPOSALS**

Proposals must be made in strict accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates, and unit prices applicable to bidder's work shall be properly filled in. When requested alternates are not bid, the proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid". The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.
- e. All signatures shall be properly witnessed.
- f. If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall 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 or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the contractor's cost involved in the work. See General Conditions, Article 19c-1.

## **2. EXAMINATION OF CONDITIONS**

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site will be honored by the owner.

## **3. BULLETINS AND ADDENDA**

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated within his bid.

#### **4. BID SECURITY**

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

#### **5. RECEIPT OF BIDS**

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids are available from the State Construction Office.

#### **6. OPENING OF BIDS**

Upon opening, all bids shall be read aloud. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the designer to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the Form of Proposal furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
- f. If the unit prices contained in the bid schedule are unacceptable to the owner and the State Construction Office.
- g. If the bidder fails to comply with other instructions stated herein.

## **7. BID EVALUATION**

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data:

- a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
- b. A listing of completed projects of similar size.
- c. Permanent name and address of place of business.
- d. The number of regular employees of the organization and length of time the organization has been in business under present name.
- e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
- f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.
- g. If prequalified, contractor info will be reviewed and evaluated comparatively to submitted prequalification package.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the State with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

## **8. PERFORMANCE BOND**

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## **9. PAYMENT BOND**

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## 10. PAYMENTS

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

## 11. PRE-BID CONFERENCE

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

## 12. SUBSTITUTIONS

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

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

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

## GENERAL CONDITIONS OF THE CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the State of North Carolina, and is distributed by, through and at the discretion of the State Construction Office, Raleigh, North Carolina, for that distinct and sole purpose.

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## ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate of the Office of State Budget and Management. All of these items together form the contract.
- b. The **owner** is the State of North Carolina through the agency named in the contract.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word "contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.
- e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor.
- h. The **project** is the total construction work to be performed under the contract documents by the several contractors.
- i. **Project Expediter**, as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. **For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expediter.**
- j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor, designer and the owner, and approved by the State Construction Office, in that order (Article 19).

- k. **Field Order**, as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer, owner, and State Construction Office.
- l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. **Liquidated damages**, as stated in the contract documents [, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.
- o. **Routine written communications between the Designer and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications can not be identified as "request for information".
- p. **Clarification or Request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of Designer and owner.
- t. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the Designer and owner.

- u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.
- y. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.
- z. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.
- aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- bb. Final Acceptance is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the designer that all punch lists are completed.

## ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other, and that which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
  - 1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
  - 2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
5. All signatures shall be properly witnessed.
6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
9. The seal of the bonding company shall be impressed on each signature page of the bonds.
10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. The date of performance and payment bond shall not be prior to the date of the contract.

### **ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

### **ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS**

The designer or Owner shall furnish free of charge to the contractors electronic copies of plans and specifications. If requested by the contractor, paper copies of plans and specifications shall be furnished free of charge as follows:

- a. General contractor - Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

- b. Each other contractor - Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
- c. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.
- d. For the purposes of a single-prime contract, the contractor shall receive up to 30 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.

#### **ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA**

- a. Within 15 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.
- b. The Contractor(s) shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner or of separate Contractors.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner and 1 for SCO) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

#### **ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

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

- b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

## **ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

## **ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES**

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

- g. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

#### **ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

#### **ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. The contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.
- d. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.
- e. Projects involving local funding (community colleges) are subject also to county and municipal building codes and inspection by local authorities. The contractor shall pay the cost of these permits and inspections.



## ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. The contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.
- h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage.

Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19(b).

- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

#### **ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

#### **ARTICLE 13 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the designer, designated official representatives of the owner, State Construction Office and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.
- c. All work shall be inspected by designer, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum two weeks notice unless otherwise agreed to by all parties. If inspection fails, after the first reinspection all costs associated with additional reinspections shall be borne by the contractor.

- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

#### **ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE**

- a. Throughout the progress of the work, each contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.
- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only. Each contractor shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors on the project.
- d. The contractor is required to attend job site progress conferences as called by the designer. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material

suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.

- e. The contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities.
  - 1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
  - 2. Maintain a project progress schedule for all contractors.
  - 3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
  - 4. Notify the designer of any changes in the project schedule.
  - 5. Recommend to the owner whether payment to a contractor shall be approved.
- g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM), schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A “work activity”, for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor’s early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

1. For a project with total contracts of \$500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
2. For a project with total contracts over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

**Bar Chart Schedule:** Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

**CPM Schedule:** Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s).. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over \$2,500,000, the CPM schedule shall also show what part of the Contract Price is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.

**Early Completion of Project:** The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time

for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.
- i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.
- j. The several contractors shall be responsible for their work activities and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when (1) the contractor's report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Designer, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.
- k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the designer, the State Construction Office and other prime contractors. The designer shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.
- l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the

responsibility of the other contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and Designer and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

#### **ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS**

- a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 – Definitions.
- b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

#### **ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS**

- a. Within thirty (30) days after award of the contract, the contractor shall submit to the designer, owner and to the State Construction Office a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer or owner, the designer or owner shall submit his reasons for disapproval in writing to the State Construction Office for its consideration with a copy to the contractor. If the State Construction Office concurs with the designer's or owner's recommendation, the contractor shall submit a substitute for approval. The designer and owner shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer or owner.
- b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.
- c. The contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.
- d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## **ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

The contractor agrees that the terms of these contract documents shall apply equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is



agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

## **ARTICLE 18 - DESIGNER'S STATUS**

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.

- d. The designer and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer and owner may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

## **ARTICLE 19 - CHANGES IN THE WORK**

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

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
  - 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1<sup>st</sup> tier subs), or their sub-subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
  4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to

the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order and forward to the State Construction Office for final approval, within seven (7) days of receipt. The State Construction Office shall act on the change order within seven (7) days. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

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

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

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

## **ARTICLE 20 - CLAIMS FOR EXTRA COST**

- a. Should the contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. The contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. Should a claim for extra compensation that complies with the requirements of (a) above by the contractor and is denied by the designer or owner, and cannot be resolved by a

representative of the State Construction Office, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the contractor is unable to resolve its claim as a result of mediation, the contractor may pursue the claim in accordance with the provisions of G.S. 143-135.3, or G.S. 143-135.6 where Community Colleges are the owner, and the following:

1. A contractor who has not completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under Chapter 150B of the General Statutes.
2. (a) A contractor who has completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.
  - (b) The director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the director and the contractor agree. The contractor may appear before the director, either in person or through counsel, to present facts and arguments in support of his claim. The director may allow, deny or compromise the claim, in whole or in part. The director shall give the contractor a written statement of the director's decision on the contractor's claim.
  - (c) A contractor who is dissatisfied with the director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement of the decision.
  - (d) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

## **ARTICLE 21 - MINOR CHANGES IN THE WORK**

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the owner and the contractor.

## **ARTICLE 22 - UNCORRECTED FAULTY WORK**

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

#### **ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME**

- a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.
- b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the contractor acknowledges the Owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. In the event of multiple prime contractors, the designer shall be the judge as to the division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.
- d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- e. Request for extension of time shall be made in writing to the designer, copies to the owner and SCO, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer to the designer, copies to the owner and SCO, of the delay within 20 days of the beginning of the delay and only one claim is necessary.
- f. The contractor shall notify his surety in writing of extension of time granted.
- g. No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

#### **ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY**

- a. The owner may desire to occupy or utilize all or a portion of the project prior to the completion of the project.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office, in such areas the following will be established:
  - 1. The beginning of guarantees and warranties period for the equipment necessary to support. in the area.
  - 2. The owner assumes all responsibilities for utility costs for entire building.
  - 2. Contractor will obtain consent of surety.
  - 3. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

#### **ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT**

- a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer shall make a Designer final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the Designer

final inspection. The designer shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.

- b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer and State Construction Office representative shall make one of the following determinations:
  - 1. That the project is completed and accepted.
  - 2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
  - 4. That the project is not complete and another date for a SCO final inspection will be established.
- c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.
- f. The final acceptance date will establish the following:
  - 1. The beginning of guarantees and warranties period.
  - 2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
  - 3. That no liquidated damages (if applicable) shall be assessed after this date.
  - 4. The termination date of utility cost to the contractor.
- g. **Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

#### **ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.



- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.
- c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

#### **ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT**

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

#### **ARTICLE 28 - OWNER'S RIGHT TO DO WORK**

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

#### **ARTICLE 29 - ANNULMENT OF CONTRACT**

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

or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

### **ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT**

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.
- b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

### **ARTICLE 31 - REQUEST FOR PAYMENT**

- a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  1. Total of contract including change orders.
  2. Value of work completed to date.
  3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
  4. Less previous payments.
  5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the

value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer, owner and SCO of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at anytime. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).
- e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

## **ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT**

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
  1. Claims arising from unsettled liens or claims against the contractor.
  2. Faulty work or materials appearing after final payment.
  3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.

4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the “project closeout” section of the specifications. These requirements include but not limited to the following:
  1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
  2. Transfer of Required attic stock material and all keys in an organized manner.
  3. Record of Owner’s training.
  4. Resolution of any final inspection discrepancies.
  5. Granting access to Contractor’s records, if Owner’s internal auditors have made a request for such access pursuant to Article 52.
- e. The contractor shall forward to the designer, the final application for payment along with the following documents:
  1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.
  2. Affidavit of Release of Liens.
  3. Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).
  4. Consent of Surety to Final Payment.
  5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor’s final application for payment to the owner along with respective certificate(s) of compliance required by law.

### **ARTICLE 33 - PAYMENTS WITHHELD**

- a. The designer with the approval of the State Construction Office may withhold payment for the following reasons:
  1. Faulty work not corrected.

2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
    1. Claims filed against the contractor or evidence that a claim will be filed.
    2. Evidence that subcontractors have not been paid.
  - c. The Owner may withhold all or a portion of Contractor's general conditions costs set forth in the approved schedule of values, if Contractor has failed to comply with: (1) a request to access its records by Owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time; (
  - d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment of interest to the contractor in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## **ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS**

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

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

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

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

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

anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

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

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

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

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

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

**d. Deductible**

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

**e. Other Insurance**

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

**f. Proof of Carriage**

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

**ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND**

- a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

**ARTICLE 36 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or

liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

#### **ARTICLE 37 - ASSIGNMENTS**

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

#### **ARTICLE 38 - USE OF PREMISES**

- a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and owner and shall not exceed those established limits in his operations.
- b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The contractor(s) shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

#### **ARTICLE 39 - CUTTING, PATCHING AND DIGGING**

- a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

#### **ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS**

- a. The contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which maybe necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the contractor's name until work has a final acceptance. The contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of the contractor.

- b. Meters shall be relisted in the owner's name on the day following final acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.
- c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of **all** contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the designer.
- d. Prior to the operation of permanent systems, the Project Expediter will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. All contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the contractor(s), the designer and owner. Use of the equipment in this manner shall be subject to the approval of the Designer and owner and shall in no way affect the warranty requirements of the contractor(s).
- f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
  - 1. Prior to final acceptance of work by the State Construction Office, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
  - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
  - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
  - 4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the



equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.

5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.
  - i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
  - j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
  - k. On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.
  - l. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

#### **ARTICLE 41 - CLEANING UP**

- a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or Project Expediter. The Project Expediter shall provide an on site refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.
- b. The Project Expediter shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

#### **ARTICLE 42 - GUARANTEE**

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

- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

#### **ARTICLE 43 - CODES AND STANDARDS**

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

#### **ARTICLE 44 - INDEMNIFICATION**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

#### **ARTICLE 45 - TAXES**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

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

#### **ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

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

#### **ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)**

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard.

Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

#### **ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated into and made a part of this contract.

#### **ARTICLE 50 – CONTRACTOR EVALUATION**

The contractor's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Contractor Evaluation Procedures, is hereby incorporated and made a part of this contract. The owner may request the contractor's comments to evaluate the designer.

#### **ARTICLE 51 – GIFTS**

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other State employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

#### **ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS**

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or

relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

## **ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT**

The North Carolina False Claims Act ("NCFCA"), N.C. Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) A contractor's liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A "claim" is "[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded." (Section 1-606(2).)
- "Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)
- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability. – "Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:]. ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ..." (Section 1-607(a)(1), (2).)

- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

#### **ARTICLE 54 – TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.



## **SUPPLEMENTARY GENERAL CONDITIONS**

**Project Name: Nash CI: Replace Fire Alarm System**

**Location: 2869 US 64 ALT., Nash, NC 27856**

**NCDPS Job Order No: 3987**

**NCDPS Contract No: C11531**

### **GENERAL INSTRUCTIONS**

*The definition of the word “Contractor” used throughout this informal contract agreement is hereby defined as the “Bidding Contractor Installer, Manufacturer, Supplier, Trainer, and Warrantor”.*

*The definition of the word “Subcontractor” used throughout this contract agreement is hereby defined as any third party under contractual agreement with the “Contractor”.*

It is understood and agreed that, by submitting a bid, the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work and has satisfied himself relative to the work to be performed.

### **HUB REQUIREMENTS**

NCDPS requires that, for construction contracts with a value of \$5000 or greater, the contractor shall comply with the document Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract. A bidder’s failing to comply with this requirement will be considered non-responsive and will result in bid rejection.

The NCDPS imposed contract threshold of \$5000 for HUB recruitment supersedes any reference to a higher threshold that may be noted in the bid documents, within referenced documents, or within any regulatory requirement.

### **CUSTODIAL RESTRICTIONS**

Special attention of the Contractor is called to the fact that this work is located within the confines of a correctional facility and that the personnel of the Contractor shall cooperate at all times with the Officer in charge of the unit.

The Contractor, as well as his personnel, shall abide by the rules and regulations of the North Carolina Department of Public Safety, Division of Adult Correction, and by the orders of the custodial officers while within the confines of correctional property.

The Contractor, with the assistance of the custodial officers, shall use appropriate means to insure that all tools, supplies, materials, and equipment are safeguarded against acquisition by unauthorized personnel.

## **SAFETY REQUIREMENTS**

- a. The Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required for any damage to the Owner's property, or that of others on the job, by himself, or personnel or his contractors, and shall make good such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

## **INSURANCES**

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

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

The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether



such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

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

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

**Each Certificate of Insurance shall bear the provision that the policy cannot be cancelled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.**

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

## **INVOICE FOR PAYMENT**

Partial payments will be made if an approved schedule of values is submitted to NCDPS Central Engineering and agreed on by both parties. Final payment will be made within thirty (30) consecutive days after acceptance of the work and the submission two copies of both a notarized contractor's affidavit and an invoice which is to include the contract and job order numbers.

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

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

**Kim Owoh, NCDPS Central Engineering, 2020 Yonkers Road, MSC 4216, Raleigh, NC 27699.**

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

## **TIME OF COMPLETION**

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Construction Manager and shall fully complete all work as per Scope of Work attached within **Number of days here (example – Three Hundred Sixty-Five (365))** consecutive calendar days, after issuance of Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Owner five hundred and

00/100 Dollars (\$500.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner should the Contractor fail to complete the work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employee or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

## **UTILITIES**

The Contractor shall be responsible for location of all utilities needed to complete the NCDPS Specific Scope of Work. Specific utility requirements will be discussed at the Pre-Construction Meeting.

## **SITE LOGISTICS**

Owner may provide certain utilities such as water and electrical power with connections by the Contractor. Specific requirements will be discussed at the Pre-Bid Meeting. The Contractor will be responsible for portable-toilets.

## **SECURITY**

See section on 'Security Guidelines'.

## **USE OF SITE**

Use of Site may be restricted. Work hours are limited to **7:00AM to 5: 00 PM Monday through Friday**. Specific site access requirements will be discussed at the Pre-Bid Meeting.

## 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.

## **NCDPS CENTRAL ENGINEERING SPECIAL CONDITIONS DOCUMENT**

### **PART 1 - SPECIAL CONDITIONS**

#### **1.1 DEFINITIONS**

- A. The definition of the word "Contractor" used throughout this informal contract agreement is hereby defined as the "Bidding Contractor Installer, Manufacturer, Supplier, Trainer, and Warrantor."
- B. The definition of the word "Subcontractor" used throughout this contract agreement is hereby defined as any third party under contractual agreement with the "Contractor."

#### **1.2 CONFIDENCE IN BID PROPOSAL**

- A. It is understood and agreed that, by submitting a bid, the Contractor has examined these contract documents, drawings and specifications and has visited the site of the work and has satisfied himself relative to the work to be performed

#### **1.3 HUB REQUIREMENTS**

- A. NCDPS requires that, for construction contracts with a value of \$5000 or greater, the contractor shall comply with the document Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation, Affidavits A, B, C, and D, and Appendix E.
- B. These forms provided herein are hereby incorporated and made a part of this contract. A bidder's failing to comply with this requirement will be considered non-responsive and will result in bid rejection.
- C. The NCDPS imposed contract threshold of \$5000 for HUB recruitment supersedes any reference to a higher threshold that may be noted in the bid documents, within referenced documents, or within any regulatory requirement.

#### **1.4 SAFETY REQUIREMENTS**

- A. The Contractor shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required for any damage to the Owner's property, or that of others on the job, by himself, or personnel or his contractors, and shall make good such damages.
- B. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- C. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the A.G.C. Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He

shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

#### 1.5 LIABILITY AND PROPERTY DAMAGE INSURANCE REQUIREMENTS

- A. The Contractor shall not commence work until he has obtained all insurance required, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.
- B. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance or all employees employed at the site of the project under his contract.
- C. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
  - 1. Public Liability Insurance in an amount not less than \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.
- D. The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- E. The insurance certificate, in the "Description and Operations" block, shall identify the following:
  - 1. Job Services Description:
  - 2. NCDPS Job Order Number:
  - 3. NCDPS Contract Number:
- F. Each Certificate of Insurance shall bear the provision that the policy cannot be cancelled, reduced in amount or coverage eliminated in less than thirty (30) days after mailing written notice to the insured and/or the Owner of such alteration or cancellation, sent by registered mail.
  - 1. The North Carolina Attorney General's Office in concurrence with the Department of Insurance has developed the following acceptable and required verbiage concerning the cancellation of insurance coverage.
  - 2. Contractor to provide insurance certificate(s) to this office with language appropriately inserted in the insurance certificate block provided for Special Provisions, as follows: "Notwithstanding the preprinted cancellation provisions on this form, coverages afforded under the policies will not be cancelled, reduced in amount nor will any coverages be 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."
  - 3. This language can be continued on an attached and properly titled continuation sheet as long as the first clause ("Notwithstanding.... form,") is on the face of the form or if space will not allow, then at a minimum, insert in the block for Special Provisions, "Cancellation and notice provisions on the attached endorsements control over language on this form." Then attach the required language provided in 2 above.

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

#### 1.6 APPLICATIONS FOR PAYMENT AND INVOICES

- A. See Section 01 2900 Payment Procedures.
- B. Final Application for Payment - The Final Payment Application shall be accompanied by the contractor's affidavit. The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."
- C. Executed contract documents, insurance certification and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:
  1. ATTN: **Medhanie Arbed**; NCDPS Central Engineering; 2020 Yonkers Road; MSC 4216; Raleigh, NC 27699.
  2. It is imperative that contract documents, invoices, etc., be sent only to this address in order to assure proper and timely delivery and handling.
  3. The Contractor may also email a signed and notarized copies to the PM identified above for processing.

#### 1.7 CONTRACTOR USE OF PROPERTY

- A. Use of Site may be restricted. Work hours are limited to **7:00AM** to **5: 00PM** Monday through Friday. Specific site access requirements will be discussed at the Pre-Bid Meeting.
- B. See Section 01 1100 - **SECURITY REQUIREMENTS**.

END OF DOCUMENT

## **SECTION 01 1000 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work under separate contracts.
  - 4. Access to site and Security Requirements.
  - 5. Coordination with occupants.
  - 6. Work restrictions.
  - 7. Specification and Drawing conventions.
  
- B. Related Requirements:
  - 1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
  - 2. Section 01 1100 "Security Requirements" for use of property, conduct, and other items that affect security at the facility.

#### **1.2 PROJECT INFORMATION**

- A. Project Identification: NASH CI; SCO # 22-24604-01A NCDPS JOS # 3987.
  - 1. Project Location: NASH Correctional Institution, 2869 US 64 ALT, NASH, NC 27856
  
- B. Owner: North Carolina Department of Public Safety; 512 North Salisbury Street, Raleigh, NC 27604.

#### **1.3 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. This project involves the replacement of the fire alarm systems in the Single Cell Units 1, 2, 3, 4, Gate House which includes the master control fire alarm panel and required addition in to Tell closet in the admin building all as per shown on the drawings and specification.
  
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### **1.4 ACCESS TO SITE**

- A. General: Contractor shall have limited use of Project site for construction operations.
  
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
  
- C. See the requirement in Section 01 1100 "Security Requirements."



### 1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site, existing, and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Final Acceptance of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
- C. See the requirement in Section 01 1100 "Security Requirements."

### 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - 2. See the requirement in Section 01 1100 "Security Requirements."
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. See the requirement in Section 01 1100 "Security Requirements."
- C. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted. See the requirement in Section 01 1100 "Security Requirements."

### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 1000

## SECTION 01 1100 - SECURITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes North Carolina Department of Public Safety (NCDPS) Security Requirements for Contractors while working on NCDPS property.
- B. The purpose of this document is to provide SECURITY requirements for the Contractor and his Subcontractors. Depending on the scope of work and location not all rules may apply. At the pre-construction conference these requirements will be reviewed.
- C. Related Requirements:
  - 1. Division 01 Section "01 5000" for Temporary Facilities and Controls.

#### 1.2 SECURITY CLEARANCE AND REQUIREMENTS

- A. Security Clearance - All persons entering a North Carolina Department of Public Safety (NCDPS) property MUST provide and executed "Contractor Request for Security Clearance Form" and receive approval for entry.
  - 1. At least three days prior to their appearance at the DPS facility to start work, the Contractor is requested to provide in writing on the "Request For Security Clearance Form," the following information for all crew members and supervisors who will be working on this project at the site. including subcontractors and their personnel; employee's name, Social Security number and driver's license number. The NCDPS will perform, or have performed, a security check of the prospective Contractor employee. If the Contractor is informed that any of these persons are declared undesirable by the NCDPS, this person will not be allowed to work on this construction project. The NCDPS reserves the right to deny entry to any employee of the Contractor or his subcontractors, if the NCDPS feels security of the facility will be compromised in any way. Every person entering the NCDPS facility will be required to present photo identification every time they enter and leave the facility.
  - 2. The "Request for Security Clearance Form," is located at the end of this Section.
- B. Security Requirements - All persons entering a NCDPS property must thoroughly read this Section, understand the content, and sign the "Signature Form". It is the responsibility of the Supervisor for the Contractor to ensure that this document is read and understood, that signatures are obtained, and that copies are maintained at the job site at all times. Signatures are required for Contractor and their Subcontractor's supervision and employees who enter the NCDPS property.
  - 1. "Signature Form" is located at the end of this Section.

#### 1.3 ASSIGNED REPRESENTATIVES

- A. Assigned Contractor Representative - The Supervisor for the Contractor, (to be named at pre-construction conference) is to act as spokesperson and liaison between the Contractor and the North Carolina Department of Public Safety, here-in-after referred to as the NCDPS.
- B. NCDPS Representative – This representative will be named at pre-construction conference and will be the on-site NCDPS representative for this project.
- C. Communications - All communications regarding security between the Contractor and the NCDPS are to be handled through these representatives. This NCDPS representative or his

designee will be responsible for contacting the Superintendent or the Assistant Superintendent of the NCDPS facility, concerning operations and security issues as they relate to the performance of this project.

1. The Contractor shall submit to the designated NCDPS representative at his earliest convenience the name of the Job Superintendent and a responsible person or contact in the home office. A general crew number size should be provided to the NCDPS representative, and notification should be given if the crew size will fluctuate by a large amount during any special work period.
  2. Anytime any Subcontractor is on site, the Contractor must provide supervision.
- D. The Designer is to be contacted for all other inquires relating to the contract and contract documents, i.e., drawings and specifications.

#### 1.4 CONDUCT REQUIREMENTS

- A. Roaming around the NCDPS property is not permitted and may result in that person being escorted from the site and revocation of the security clearance.
- B. All Contractor personnel are expected to observe proper conduct on the job site. Indecent language, acts or dress will not be tolerated. Shirts are required at all times. Anyone guilty of such violations will be immediately removed from the property.
- C. The Contractor is reminded that no food or canteen type items will be available to construction personnel through the NCDPS.
- D. Contractor is reminded that any dealings with the media or press while on site shall be approved or otherwise addressed by the NCDPS representative or his designee.
- E. Noise must be kept minimal or as reasonably achievable.
- F. Contraband - The Contractor is instructed that it is a violation of North Carolina law to allow any person to bring firearms, alcoholic beverages of any type, or drugs other than those prescribed by a doctor onto the premises including the parking lot of a NCDPS property.
- G. Inmate Fraternalization - The Contractor is instructed that no construction personnel are to communicate in any way with inmate personnel of the facility. Construction personnel are also requested to remain within the construction area at all times during working hours. Communication with inmate personnel" shall include but not be limited to the following:
1. Borrowing from or lending anything to an offender
  2. Accept any gift/personal service from an offender, unless authorized by law, or give gifts or personal service
  3. Tip an offender
  4. Sell or give any offender any intoxicating drink, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician and approval of the Superintendent or designee
  5. Convey to or from an offender any letters or oral messages or any instrument or weapon by which to affect an escape, or that will aid in an assault or riot
  6. Trade with an offender for clothing or stolen goods
  7. Sell to an offender any article forbidden by Division of Prisons
  8. Use abusive, indecent or profane language, or profane gestures, in the presence of an offender
  9. Curse an offender
  10. Knowingly make or maintain contact with or in any way associate with a member of an offender's family or close associates, unless duties so require or authorization to do so have been obtained by the Division Director or designee

11. Engage in sexual relations of any kind with an offender
  12. Knowingly enter into a business relationship with an offender or their family member of close associate
- H. Smoking - Smoking is prohibited in mechanical rooms. Smoking will only be permitted in areas designated by the NCDPS.
- I. Tool Control - The Contractor will be responsible for control and accountability of all of his tools, equipment, and materials of construction.
1. As few tools as possible to accomplish the required work should be brought into the NCDPS facility.
  2. Some of the Contractor's tools may be subject to special restrictions such as all cordless powder activated tools and tools classified by the NCDPS as **hazardous or Class "A"**. The Contractor should control those tools carefully, and account for them daily, and remove them, or secure them to the satisfaction of the NCDPS Representative at the end of each working day.
    - a. Class "A" tools are tools that can be used by inmates either in effecting an escape or in causing serious injury or death to either staff, visitors, or other inmates and include, but are not limited to:
      - 1) Ladders
      - 2) Jacks
      - 3) Hacksaw Blades
      - 4) Pipe Wrenches
      - 5) Knives
      - 6) Metal Cutting Equipment
      - 7) Wire Cutters
      - 8) Files
      - 9) Cutting Torches and Cutting Tips
      - 10) Pipe Cutters and Bolt Cutters
      - 11) Axes/Emery Wheels and Drill Bits
      - 12) Portable Grinders or Similar Machines
  3. The NCDPS reserves the right to request all tools be removed at the completion of each workday. A list of tools classified as hazardous or Class A is attached See the NCDPS site representative for further requirements.
- J. Photography - The Contractor so desiring may take progress pictures of construction; however, the Contractor is warned that to photograph an inmate of a correctional facility without permission is a violation of North Carolina law.
- K. Vehicle Keys - Vehicle keys for Contractor's vehicles parked within the facility shall be housed at the Gate House or officer station at the entrance or area designated by the NCDPS representative. Vehicles or equipment frequently moved within the facility for the performance of work shall have the keys stored at an approved location under NCDPS Custody control when the vehicle is not in use.

## 1.5 WORKING HOURS

- A. A definite consistent time pattern of working days and hours is to be established and agreed upon between the Contractor and the NCDPS facility consistent with the contract. In the event that a job condition requires a variation of these hours on a day-to-day basis, or work on a weekend, it is requested that the Contractor notify the NCDPS site representative of the necessary change in working hours as far in advance as practical. The NCDPS reserves the right to deny a variation of the standard work hours and especially a Contractor's request to work on a weekend may be subject to be denied.

## 1.6 USE OF PROPERTY

- A. The site is to be organized and debris minimized. It is important that all construction debris be controlled and kept from any area accessible to an inmate unless it is under direct and constant observation. Any spills of chemicals or fuel by the Contractor will be his to clean and properly dispose of. The Contractor is required to report any spills to the NCDPS.
- B. The Contractor shall notify the NCDPS of any hazardous materials / chemicals to be brought on site.
- C. Storage and Staging Areas - On-site storage is limited and shall be allocated, and approved by the NCDPS Site representative at the beginning of the job.
  - 1. The Contractor shall use extreme caution when moving equipment in or out of the project site and buildings and shall coordinate these activities with the NCDPS Site Representative.
  - 2. Absolutely no shipments of materials, etc., will be received or cared for by any NCDPS personnel at the facility. Shipments coming into the site after working hours will not be received and will be sent back for delivery the next working day.
- D. Existing Drives, Parking, and Roadways - The driveways and roadways around the property are not to be blocked completely at any time during the course of the project. Keep streets clean, free of mud and debris on a timely basis. Any blockage of streets or roadways is to be coordinated with the NCDPS.
  - 1. Unless otherwise addressed by an approved contract, damage to sidewalks, driveways, or other conveyance, and underground utilities, will be the responsibility of the Contractor to repair.
  - 2. A specific parking area will be set aside for the construction personnel and the Contractor must assist in enforcing that all construction personnel park within this area. All vehicles must be locked at all times and no keys left in any vehicle at any time.
- E. Toilet Facilities - The Contractor and the NCDPS representative will establish appropriate restroom usage protocol for the contractor's staff while on site.
- F. Utility Disruptions - Site emergency water cut-off locations are available upon request. Utility disruptions required by the job shall be coordinated with the NCDPS before the disruption at least 48 hours in advance. Special circumstances may require this notification to be extended.
  - 1. The Contractor is responsible for the repair of any utility or service disturbed or disconnected.
  - 2. Restoration of utility service is expected within the same day unless alternate arrangements have been accepted by the NCDPS.
- G. Temporary Controls - The Contractor will use orange mesh fencing or other approved means to segregate and control the work area.

## **PART 2 - PRODUCTS**

## **PART 3 - EXECUTION**

**Contractor Request for Security Clearance Form**  
**to Access North Carolina Department of Public Safety Property**

**NAME:** \_\_\_\_\_

**NAME OF EMPLOYER:**

\_\_\_\_\_

**SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**DRIVERS LICENSE NUMBER:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**SEX:** \_\_\_\_\_

**RACE:** \_\_\_\_\_

**ARE YOU RELATED, BY KINSHIP, COMMON ORIGIN, OR MARRIAGE, TO ANY INMATE CURRENTLY  
INCARCERATED IN ANY NCDPS FACILITY:**

**YES:** \_\_\_\_\_

**NO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ANY INFORMATION ENTERED AND DETERMINED TO BE FALSE WILL BE BASIS FOR REJECTION  
OR REVOCATION OF ACCESS TO THIS FACILITY**

**THIS INFORMATION WILL BE USED BY THE NCDPS TO DETERMINE IF THIS PERSON HAS  
CURRENT OR PREVIOUS CRIMINAL HISTORY OR IS RELATED TO ANY INMATE CURRENTLY  
INCARCERATED AT THIS FACILITY.**

**Signature Page (See Article 1.2.B)**

**SIGNATURES:** To be signed after reading, or receiving an explanation, of the above security rules.  
(Note 1.):

Contractor Supervisor: _____	Date: _____
Crew Member: _____	Date: _____
Crew Member: _____	Date: _____
Crew Member: _____	Date: _____
Crew Member: _____	Date: _____
Crew Member: _____	Date: _____
Crew Member: _____	Date: _____
Crew Member: _____	Date: _____
Crew Member: _____	Date: _____

**Notes:**

1. Required for Contractor and their Subcontractor's supervision and employees who enter the NCDPS facility. Copy this signature sheet as required.

2.

**Contractor Request for Security Clearance Form  
to Access North Carolina Department of Public Safety Property**

**NAME:** \_\_\_\_\_

**NAME OF EMPLOYER:**

\_\_\_\_\_

**SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**DRIVERS LICENSE NUMBER:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

**SEX:** \_\_\_\_\_

**RACE:** \_\_\_\_\_

**ARE YOU RELATED, BY KINSHIP, COMMON ORIGIN, OR MARRIAGE, TO ANY INMATE CURRENTLY  
INCARCERATED IN ANY NCDPS FACILITY:**

**YES:** \_\_\_\_\_

**NO:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ANY INFORMATION ENTERED AND DETERMINED TO BE FALSE WILL BE BASIS FOR REJECTION  
OR REVOCATION OF ACCESS TO THIS FACILITY**

**THIS INFORMATION WILL BE USED BY THE NCDPS TO DETERMINE IF THIS PERSON HAS  
CURRENT OR PREVIOUS CRIMINAL HISTORY OR IS RELATED TO ANY INMATE CURRENTLY  
INCARCERATED AT THIS FACILITY.**

**END OF SECTION 01 1100**



## **SECTION 01 2100 - ALLOWANCES**

### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Quantity allowances.
- C. Related Requirements:
  - 1. Section 01 2200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

### **1.2 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Engineer from the designated supplier.

### **1.3 ACTION SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

### **1.4 INFORMATIONAL SUBMITTALS**

- A. Submit invoices showing actual prices and quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

### **1.5 UNIT-COST ALLOWANCES**

- A. Allowance shall include cost to Contractor of specific products and materials selected by Engineer under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Engineer under allowance shall be included as part of the Contract Sum and not part of the allowance.

### **1.6 QUANTITY ALLOWANCES**

- A. Allowance shall include cost to Contractor of specific products and materials as selected by Engineer under allowance and shall include taxes, freight, and delivery to Project site.

- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Engineer under allowance shall be included as part of the Contract Sum and not part of the allowance.

### **1.7 ADJUSTMENT OF ALLOWANCES**

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the contract amount, multiplied by final measurement of work-in-place where applicable.
  - 1. Include installation costs in purchase amount only where indicated as part of the contract.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
  - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to quantity.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### **3.2 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### **3.3 SCHEDULE OF ALLOWANCES**

- A. Allowance No. 1: Quantity Allowance: Remove and replace Fire Alarm Detectors and disposal off-site, as specified in Section 284621.11 "Addressable Fire Alarm System."
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 01 2200 "Unit Prices."
- B. Allowance No. 2: Quantity Allowance: Remove and replace Fire Alarm Initiating and Control devices and disposal off-site, as specified in Section 284621.11 "Addressable Fire Alarm System."
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 01 2200 "Unit Prices."

- C. Allowance No. 3: Quantity Allowance: Remove and replace Fire Alarm Notification devices and disposal off-site, as specified in Section 284621.11 "Addressable Fire Alarm System."
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 01 2200 "Unit Prices."
  
- D. Allowance No. 4: Quantity Allowance: Remove and replace Low Voltage Wiring and disposal off-site, as specified in Section 260519 "Low Voltage Power Electrical Conductor."
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 01 2200 "Unit Prices."
  
- E. Allowance No. 5: Quantity Allowance: Remove and replace Conduit and Boxes and disposal off-site, as specified in Section 260533 "Raceways and Boxes for Electrical System."
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 01 2200 "Unit Prices."
  
- F. Allowance No. 6: Quantity Allowance: Remove and replace Fiber Optic Cable and Connectors and disposal off-site, as specified in Section 271523 "Communication Optical Fiber Horizontal Cabling."
  - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 01 2200 "Unit Prices."

**END OF SECTION 01 2100**

## **SECTION 01 2200 - UNIT PRICES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 01 2100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

#### **1.2 DEFINITIONS**

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### **1.3 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF UNIT PRICES**

- A. Unit Price No. 1: Remove and replace Fire Alarm Detectors.
  - 1. Description: Remove and replace Fire Alarm Detectors (smoke detector, heat detector), as applicable and required, in accordance with Section 284621.11 "Addressable Fire Alarm Systems."
  - 2. Unit of Measurement: Each.
  - 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01 2100 "Allowances."
- B. Unit Price No. 2: Remove and replace Fire Alarm Initiating and control devices.
  - 1. Description: Remove and replace Fire Alarm Initiating devices (pull station, test station and/or modules), as applicable and required, in accordance with Section 284621.11 "Addressable Fire Alarm Systems."

2. Unit of Measurement: Each.
  3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01 2100 "Allowances."
- C. Unit Price No. 3: Remove and replace Fire Alarm Notification devices.
1. Description: Remove and replace Fire Alarm Notification devices (Horn /strobe, strobe, Remote indicators etc.), as applicable and required, in accordance with Section 284621.11 "Addressable Fire Alarm Systems."
  2. Unit of Measurement: Each.
  3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01 2100 "Allowances."
- D. Unit Price No. 4: - Remove and replace Low Voltage Wiring within the building.
1. Description: Remove and replace unusable Low Voltage Wring. according to Section 260519 "Low Voltage Electrical Power conductor and Cables."
  2. Unit of Measurement: linear feet.
  3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01 2100 "Allowances."
- E. Unit Price No. 5: Remove and replace Conduits and boxes in connection to the Fire Alarm work.
1. Description: Remove and replace conduits and device boxes, as applicable and required, in accordance with Section 260533 "Raceways and Boxes for Electrical Systems."
  2. Unit of Measurement: Linear feet.
  3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01 2100 "Allowances."
- F. Unit Price No. 6: Remove and replace Fire Alarm Fiber Optic Cables and Connectors within the facility.
1. Description: Remove and replace unused Fire Alarm Fiber optic cables and connectors as applicable and required, in accordance with Section 271523 "Communication Optical Fiber Horizontal cabling"
  2. Unit of Measurement: Linear feet.
  3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 01 2100 "Allowances."

**END OF SECTION 01 2200**

## **SECTION 01 2500 - SUBSTITUTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### **1.2 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### **1.3 ACTION SUBMITTALS**

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication, or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
    - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
    - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be

- provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

#### 1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

**PART 2 - EXECUTION (Not Used)**

END OF SECTION 01 2500



## **SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### **1.2 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual.

#### **1.3 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 01 2500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### **1.4 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order through Interscope for SCO approval and for signatures of Owner and Contractor on form included in Project Manual or on the NC SCO Website if not included.

#### **1.5 CONSTRUCTION FIELD ORDER**

- A. Construction Field Order: Architect may issue a Construction Field Order. Construction Field Order instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Field Order contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Field Order.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 2600**

## **SECTION 01 2900 - PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. NCDPS may secure the Work of this contract under several project delivery methods. If the Owner Representative is designated during the Pre-Bid Conference as a Project Manager, the Payment Applications and Schedule of Values shall be submitted to that assigned Project Manager. Otherwise, these documents shall be submitted to the Architect.
- C. Use forms listed herein. Should the forms not be listed by name, use either the forms contained in this project manual or on the NC SCO website. If the forms are neither listed herein or contained in this manual, use forms that are required by the State of North Carolina State Construction Office.

#### **1.2 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one-line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site.
  - 4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 5. Closeout Costs: Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Field Order result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Field Order.

#### **1.3 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the twenty-fifth (25th) of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Field Orders issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Products list (preliminary if not final).
  - 5. Schedule of unit prices if unit prices are used.
  - 6. Submittal schedule (preliminary if not final).
  - 7. List of Contractor's staff assignments.
  - 8. List of Contractor's principal consultants.
  - 9. Copies of building permits.

10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Documentation required under Section 01 1100 Security Requirements.
- I. Application for Payment at Final Completion: Submit an Application for Payment showing 100 percent completion for portion of the Work claimed as complete.
1. Include documentation supporting claim that the Work is complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Beneficial Occupancies issued previously for Owner occupancy of designated portions of the Work.
  3. Evidence of completion of Project closeout requirements.
  4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  5. Updated final statement, accounting for final changes to the Contract Sum.
  6. AIA Document G706.
  7. AIA Document G706A.
  8. AIA Document G707.
  9. Evidence that claims have been settled.
  10. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Final Acceptance or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  11. Final liquidated damages settlement statement.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 2900**

## SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. RFIs.
  - 4. Digital project management procedures.
  - 5. Project meetings.
- B. Related Requirements:
  - 1. Section 01 7300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
- C. Project Managers
  - 1. The North Carolina Department of Public Safety Central Engineering frequently uses in-house staff – Project Managers - to manage projects. These managers serve as expeditors and facilitate communications and processes during all phases of a project. When a Project Manager is assigned to a project, the contractor will be notified prior to bidding and all correspondence and project related issues must be conducted through that assigned Project Manager.

#### 1.2 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Architect, Project Manager, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect (through the Project Manager when applicable) indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
1. File Preparation Format: DWG, operating in Microsoft Windows operating system.
  2. File Submittal Format: Submit or post coordination drawing files using PDF format.
  3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
    - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    - b. Digital Data Software Program: Drawings are available in Bluebeam Revu.
    - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106.

## 1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect (through the Project Manager when applicable) by other entities controlled by Contractor.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Form bound in Project Manual or as approved by the Architect if not bound herein .
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect (through the Project Manager when applicable) after 1:00 p.m. will be considered as received the following working day.
  1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect (through the Project Manager when applicable) of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 2600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect (through the Project Manager when applicable) in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action (through the Project Manager when applicable) , update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect (through the Project Manager as appropriate) within seven days if Contractor disagrees with response.

## 1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's CAD drawing digital data files for Contractor's use during construction. However, the Contractor may obtain .PDF files for use as described below.
  1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  3. Digital Drawing Software Program: Contract Drawings are available in Bluebeam Revu format.



- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

## 1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Architect (through the Project Manager when applicable) will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner Architect, and Project Manager (when applicable) and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Security requirements.
    - c. Tentative construction schedule.
    - d. Phasing.
    - e. Critical work sequencing and long lead items.
    - f. Designation of key personnel and their duties.
    - g. Lines of communications.
    - h. Use of web-based Project software.
    - i. Procedures for processing field decisions and Change Orders.
    - j. Procedures for RFIs.
    - k. Procedures for testing and inspecting.
    - l. Procedures for processing Applications for Payment.
    - m. Distribution of the Contract Documents.
    - n. Submittal procedures.
    - o. Sustainable design requirements.
    - p. Preparation of Record Documents.
    - q. Use of the premises and existing building(s) as applicable.
    - r. Work restrictions.
    - s. Working hours.
    - t. Owner's occupancy requirements.
    - u. Responsibility for temporary facilities and controls.
    - v. Procedures for moisture and mold control.
    - w. Procedures for disruptions and shutdowns.
    - x. Construction waste management and recycling.
    - y. Parking availability.
    - z. Office, work, and storage areas.
    - aa. Equipment deliveries and priorities.
    - bb. First aid.
    - cc. Security.
    - dd. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Sustainable Design Requirements Coordination Conference (when applicable): Owner will schedule and conduct a sustainable design coordination conference before starting construction, at a time convenient to Owner, Architect, and Contractor.
1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, Project Manager (when applicable) and their consultants; Contractor and its superintendent and sustainable design coordinator; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect meeting sustainable design requirements, including the following:
    - a. Sustainable design Project checklist.
    - b. General requirements for sustainable design-related procurement and documentation.
    - c. Project closeout requirements and sustainable design certification procedures.
    - d. Role of sustainable design coordinator.
    - e. Construction waste management.
    - f. Construction operations and sustainable design requirements and restrictions.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- D. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect (through the Project Manager when applicable) of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Sustainable design requirements.
    - i. Review of mockups.
    - j. Possible conflicts.
    - k. Compatibility requirements.
    - l. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.

- x. Required performance results.
  - y. Protection of adjacent work.
  - z. Protection of construction and personnel.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- E. Progress Meetings: Conduct progress meetings at regular intervals but not less than once per month.
- 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Security requirements.
      - 4) Resolution of component conflicts.
      - 5) Status of submittals.
      - 6) Status of sustainable design documentation.
      - 7) Deliveries.
      - 8) Off-site fabrication.
      - 9) Access.
      - 10) Site use.
      - 11) Temporary facilities and controls.
      - 12) Progress cleaning.
      - 13) Quality and work standards.
      - 14) Status of correction of deficient items.
      - 15) Field observations.
      - 16) Status of RFIs.
      - 17) Status of Proposal Requests.
      - 18) Pending changes.
      - 19) Status of Change Orders.
      - 20) Pending claims and disputes.
      - 21) Documentation of information for payment requests.
  - 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or

recognized. Issue revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 3100

## **SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's Construction Schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.
- B. Related Requirements:
  - 1. Section 01 1100 "Security Requirements" for additional requirements.

#### **1.2 DEFINITIONS**

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF file.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
  - 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

#### **1.4 COORDINATION**

- A. Coordinate Contractor's Construction Schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### **1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. For construction contracts \$450,000.00 and above, the Construction Schedule shall be a CPM Schedule. For construction contracts less than \$450,000.00, the Construction Schedule shall either be a Gantt-Type Schedule or a CPM-Type Schedule at Contractor's option.
- B. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- C. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Acceptance.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- D. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 3300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.

4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
  5. Commissioning Time: Include no fewer than 15 days for commissioning.
  6. Beneficial Occupancy: In cases where Beneficial Occupancy is required by the Owner, indicate completion in advance of date established for Beneficial Occupancy, and allow time for Architect's/Project Manager's administrative procedures necessary for Beneficial Occupancy.
  7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- E. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 1000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  3. Work Restrictions: Show the effect of the following items on the schedule. Carefully coordinate with Section 01 1100 "Security Requirements" for access to, and use of, the facilities:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Final Completion (Beneficial Occupancy).
    - e. Use-of-premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Beneficial Occupancy, and Final Completion.
- G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and the Contract Time.
- H. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- I. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

- J. Distribution: Distribute copies of approved schedule to Architect/Project Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## 1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 1.7 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice of Award. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice of Award.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
  - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.



- f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing and inspection.
    - j. Commissioning.
    - k. Punch list and final completion.
    - l. Activities occurring following final completion.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Main events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
  1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
  3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
  4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

- a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
- b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 1.8 REPORTS

- A. Coordinate requirement in this Article with any additional requirement contained in Section 01 1100 "Security Requirements."
- B. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Testing and inspection.
  8. Accidents.
  9. Meetings and significant decisions.
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Field Orders received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 3200

## **SECTION 01 3300 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.

#### **1.2 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### **1.3 SUBMITTAL SCHEDULE**

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

#### **1.4 SUBMITTAL FORMATS**

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - 4. Name of Construction Manager.
  - 5. Name of Contractor.
  - 6. Name of firm or entity that prepared submittal.
  - 7. Names of subcontractor, manufacturer, and supplier.
  - 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier, and alphanumeric suffix for resubmittals.
  - 9. Category and type of submittal.
  - 10. Submittal purpose and description.
  - 11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 12. Drawing number and detail references, as appropriate.
  - 13. Indication of full or partial submittal.
  - 14. Location(s) where product is to be installed, as appropriate.
  - 15. Other necessary identification.
  - 16. Remarks.
  - 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.

- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Paper Submittals:
  - 1. Electronic submittals are preferred except when physical samples are required to be submitted. However, if select submittals are impractical to be transmitted electronically, paper submittals are acceptable. However, the normal process should be electronic submissions except for product samples. See paragraph E under this Article.
  - 2. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
  - 3. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 4. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect or the Architect through the Project Manager will return two copies.
  - 5. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect or the Architect through the Project Manager will not return copies.
  - 6. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 or other acceptable transmittal form.
- E. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number followed by the name of the specification section.

## 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect or as **SCO ID # - Specification Section # - Three-word description of the content of the submittal**.
  - 2. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. **Note that the product data portion of all submittals, when submitted concurrently with samples that require a finish selection, will be returned with the appropriate Action stamp but the exact finish selection will not be made and forwarded until all samples requiring a finish selection is obtained, reviewed, and the selections are coordinated. The Contractor is responsible for timely submission to ensure this process is completed in adequate time to ensure that all materials are obtained in adequate time to incorporate into the Work and not delay the project schedule.**

- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Resubmittal Review: Allow 15 calendar days for review of each resubmittal.
  - 3. Please note that these processing times do not necessarily include processing time required by the NC SCO for submittals requiring NC SCO review which is a minimum of 15 calendar days for each review.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## **1.6 SUBMITTAL REQUIREMENTS**

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.

- f. Relationship and attachment to adjoining construction clearly indicated.
      - g. Seal and signature of professional engineer if specified.
    2. Paper Sheet Size (**only if PDF electronic files are not practical**): Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
      - a. Three opaque copies of each submittal. Architect will retain one copy; remainder will be returned.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials. Samples are required to be submitted by physical samples and not PDF electronic files.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  3. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
  - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  - 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  - 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  - 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
  - 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
  - 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  - 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  - 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  - 5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  - 6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
    - a. Name of evaluation organization.

- b. Date of evaluation.
- c. Time period when report is in effect.
- d. Product and manufacturers' names.
- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

### 1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### 1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

### 1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
  - 2. Paper Submittals: Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.



- D. Architect will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 3300

## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
  - 2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements, consisting of multiple products, assemblies, and subassemblies.
  - 3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes; doors; windows; millwork; casework; specialties; furnishings and equipment; and lighting.

- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate those actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

### **1.3 DELEGATED-DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

### **1.4 CONFLICTING REQUIREMENTS**

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- C. All work shall be in strict compliance with all governing building codes and standards.

### **1.5 ACTION SUBMITTALS**

- A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in

compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

## **1.6 INFORMATIONAL SUBMITTALS**

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

## **1.7 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Statement that products at Project site comply with requirements.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Statement that equipment complies with requirements.
2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
3. Other required items indicated in individual Specification Sections.

## **1.8 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
  - a. Provide test specimens representative of proposed products and construction.
  - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - d. When testing is complete, remove test specimens and test assemblies, and mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

## 1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are the Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspection requested by Contractor and not required by the Contract Documents are the Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority (when applicable) and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Architect, Commissioning Authority (when applicable), and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- E. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 3300 "Submittal Procedures."
- F. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. **Associated Contractor Services:** Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 TEST AND INSPECTION LOG**

- A. **Test and Inspection Log:** Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. **Maintain log at Project site.** Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's (when applicable), reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

**3.2 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 7300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 01 4000**



## SECTION 01 4200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
  25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
  26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
  27. ARI - American Refrigeration Institute; (See AHRI).
  28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
  29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
  30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
  31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
  32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
  33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
  34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
  35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
  36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
  37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
  38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).

39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.
51. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
52. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - CSA Group; [www.csagroup.com](http://www.csagroup.com).
65. CSA - CSA International; [www.csa-international.org](http://www.csa-international.org).
66. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
67. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
77. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
78. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
81. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
82. FCI - Fluid Controls Institute; [www.fluidcontrolsintstitute.org](http://www.fluidcontrolsintstitute.org).
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
85. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
86. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).

88. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
89. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
90. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
91. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
92. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
93. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
97. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
98. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
99. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
100. ICBO - International Conference of Building Officials; (See ICC).
101. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
102. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
103. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
104. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
105. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
106. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
107. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
108. IESNA - Illuminating Engineering Society of North America; (See IES).
109. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
110. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
111. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
112. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
113. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
114. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
115. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
116. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
117. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
118. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
119. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
120. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
121. LMA - Laminating Materials Association; (See CPA).
122. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
123. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
124. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
125. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
126. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
127. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
128. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
129. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
130. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
131. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
132. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
133. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
134. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).

135. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
136. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
137. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
138. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
139. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
140. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
141. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
142. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
143. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
144. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
145. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
146. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
147. NFPA - NFPA International; (See NFPA).
148. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
149. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
150. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
151. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
153. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
154. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
155. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
156. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
157. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
158. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
159. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
160. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
161. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
162. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
163. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
164. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
165. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
166. SAE - SAE International; [www.sae.org](http://www.sae.org).
167. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
168. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
169. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
170. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
171. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
173. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
174. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
175. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
176. SMPTE - Society of Motion Picture and Television Engineers; [www.smpite.org](http://www.smpite.org).
177. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
178. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
179. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
180. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
181. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
182. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
183. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
184. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
185. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
186. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).

187. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
  188. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
  189. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
  190. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
  191. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
  192. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
  193. TPI - Turfgrass Producers International; [www.turfgrassod.org](http://www.turfgrassod.org).
  194. TRI - Tile Roofing Institute; [www.tilerooting.org](http://www.tilerooting.org).
  195. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
  196. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
  197. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
  198. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
  199. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
  200. WA - Wallcoverings Association; [www.wallcoverings.org](http://www.wallcoverings.org).
  201. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
  202. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
  203. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
  204. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
  205. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
  206. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
  207. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
  2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).

15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org](http://www.wbdg.org).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
  2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
  3. CDHS; California Department of Health Services; (See CDPH).
  4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
  5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
  6. NC SCO; North Carolina State Construction Office; <https://ncadmin.nc.gov/businesses/construction>
  7. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
  8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 4200

## **SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 01 1000 "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Section 01 1100 "Security Requirements" Requirements for use of property during construction and special provisions for conduct and utility interruptions.

#### **1.2 USE CHARGES**

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated in other Sections. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

#### **1.4 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### **1.5 PROJECT CONDITIONS**

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



## **PART 2 - PRODUCTS**

### **2.1 TEMPORARY FACILITIES**

- A. Field Offices, General: If needed for the project or if designated in other Sections, use prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: If needed for the project or if designated in other Sections, the Field Office shall be of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

### **2.2 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

## **PART 3 - EXECUTION**

### **3.1 TEMPORARY FACILITIES, GENERAL**

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
- B. Work closely with the institution to determine the location of temporary facilities, separation of construction operations from the existing institution including fencing, site access protocols, etc.

### **3.2 INSTALLATION, GENERAL**

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

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

### **3.3 TEMPORARY UTILITY INSTALLATION**

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

### **3.4 SUPPORT FACILITIES INSTALLATION**

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Final Completion inspection. Remove before Final Inspection. Personnel remaining after Final Inspection will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as required and as agreed upon at a Pre-Construction Meeting. See Section 01 1100.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary or use designated areas of Owner's existing parking areas for construction personnel as agreed upon at the Pre-Construction Meeting. See Section 01 1100.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 7300 "Execution."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

### 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- E. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  3. Provide walk-off mats at each entrance through temporary partition.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses as required for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### **3.6 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Final Acceptance.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than the Final Inspection. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Prior to the Final Inspection, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 7700 "Closeout Procedures."

**END OF SECTION 01 5000**

## **SECTION 01 6000 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 01 2500 "Substitution Procedures" for requests for substitutions.

#### **1.2 DEFINITIONS**

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### **1.3 QUALITY ASSURANCE**

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

#### **1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Coordinate with the requirements of Section 01 11100 "Security Requirements" and the security requirements at the institution.
- C. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- D. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
  2. Store materials in a manner that will not endanger Project structure.
  3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  6. Protect stored products from damage and liquids from freezing.

## **1.5 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
  2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT SELECTION PROCEDURES**

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    - a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
  2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
    - a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: ..."
  3. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    - a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
  4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
    - a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: ..."
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
    - a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 2500 "Substitution Procedures."
- C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 2500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for meeting the parameters of Comparable Products: Comparable Products must be comparable in every way to the "Basis-of-Design" product as evidenced by testing and

product data as determined when reviewed by the Architect. The burden of proof of being comparable is on the Contractor. If the architect determines that the product is not comparable and/or if the following conditions are not satisfied, Architect will not accept the product as being a Comparable Project and will return any submittals without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 6000**



## SECTION 01 7300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 01 1000 "Summary" for limits on use of Project site.
  - 2. Section 01 7700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

#### 1.2 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 3100 "Project Management and Coordination."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Final Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Remove and replace damaged, defective, or non-conforming Work.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 1000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### **3.5 PROGRESS CLEANING**

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Final Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 5000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Final Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

**3.6 STARTING AND ADJUSTING**

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 4000 "Quality Requirements."

**3.7 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Final Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION 01 7300**

## **SECTION 01 7700 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Beneficial Occupancy (Partial Utilization) procedures.
  - 2. Final Inspection procedures.
  - 3. Final Completion procedures.
  - 4. Warranties.
  - 5. Final cleaning.
  - 6. Repair of the Work.
- B. Related Requirements:
  - 1. Section 01 7823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 2. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of cleaning agent.
- B. Beneficial Occupancy - Contractor's List of Incomplete Items and documentation that all life-safety systems are fully operational.
- C. Final Inspection – Letter from the Contractor that all items are complete and that the project is ready for the Preliminary Final Inspection.

#### **1.3 CLOSEOUT DOCUMENTS**

- A. Signed Final Inspection Checklist.
- B. Unsettled Claim Verification – Certification that no unsettled claims exist on the project.
- C. Record Drawings.
- D. Record Project Manual.
- E. Final Payment Application Submission.
  - 1. Final Payment Application
  - 2. Minority Business Enterprise Final Documentation
  - 3. Consent of Surety of Final Payment
  - 4. Contractor's Affidavit of Release of Liens
  - 5. Contractor's Affidavit of Payment of Debts and Claims
- F. Certificates of Release: From authorities having jurisdiction.
- G. Certificate of Insurance: For continuing coverage.
- H. Field Report: For pest control inspection.

#### 1.4 FINAL INSPECTION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Preliminary Final Inspection: Complete the following a minimum of 10 days prior to requesting inspection. List items below that are incomplete at time of request.
  - 1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
  - 4. Submit testing, adjusting, and balancing records.
  - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Preliminary Final Inspection: Complete the following a minimum of 10 days prior to requesting inspection. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Complete startup and testing of systems and equipment.
  - 3. Perform preventive maintenance on equipment used.
  - 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 7900 "Demonstration and Training."
  - 5. Advise Owner of changeover in utility services.
  - 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleaning requirements.
  - 9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection a minimum of 10 days prior to date the Work will be completed and ready for Preliminary Final Inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.

#### 1.5 FINAL INSPECTION PROCEDURES

- A. Submittals Prior to Final Inspection: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit a final Application for Payment according to Section 01 2900 "Payment Procedures."
  - 3. Certified List of Incomplete Items: Submit certified copy of Architect's inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.



4. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements. Please note that any Builder's Risk policies must remain in effect until the date of Final Completion of the project.
  5. Submit pest-control final inspection report.
- B. Procedures Prior to Final Inspection: Complete the following a minimum of 10 days prior to requesting Final Inspection. List items below that are incomplete at time of request.
1. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
- C. Final Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. This inspection will be used in determining a date of Final Completion provided all work is complete. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

#### **1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.

#### **1.7 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Final Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit on digital media acceptable to Architect.
- D. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

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

## **PART 3 - EXECUTION**

### **3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Beneficial Occupancy or for the Final Inspection for entire Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - d. Sweep concrete floors broom clean in unoccupied spaces.
    - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - f. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - g. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - h. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    - i. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 01 5000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 5000 "Temporary Facilities and Controls."

### **3.2 REPAIR OF THE WORK**

- A. Complete repair and restoration operations, before requesting inspection for determination of Final Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and

properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

**END OF SECTION 01 7700**

## **SECTION 01 7823 - OPERATION AND MAINTENANCE DATA**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  1. Operation and maintenance documentation directory manuals.
  2. Emergency manuals.
  3. Systems and equipment operation manuals.
  4. Systems and equipment maintenance manuals.
  5. Product maintenance manuals.

#### **1.2 CLOSEOUT SUBMITTALS**

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  1. Architect and Commissioning Authority (when applicable) will comment on whether content of operation and maintenance submittals is acceptable.
  2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
  2. Submit three paper copies. Architect will return two copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for the Preliminary Final Inspection and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority (when applicable) will return copy with comments.
  1. Correct or revise each manual to comply with Architect's and Commissioning Authority's (when applicable) comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's (when applicable) comments and prior to commencing demonstration and training.
- D. Comply with Section 01 7700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### **1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS**

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment

names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
  - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
  - 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

#### 1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.
  - 3. Name and address of Owner.
  - 4. Date of submittal.
  - 5. Name and contact information for Contractor.
  - 6. Name and contact information for Construction Manager.
  - 7. Name and contact information for Architect.
  - 8. Name and contact information for Commissioning Authority.
  - 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  - 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 1.5 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 7823

## SECTION 01 7839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section 01 7300 "Execution" for final property survey.
  - 2. Section 01 7823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one of file prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned record prints and two set(s) of prints.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one copy of annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

#### 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.

- e. Cross-reference record prints to corresponding photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Field Order.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Field Order numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before Preliminary Final Inspection, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 01 3100 "Project Management and Coordination" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.



#### 1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

#### 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- C. Format: Submit record Product Data as annotated PDF electronic file.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

#### 1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

### **PART 2 - PRODUCTS**

### **PART 3 - EXECUTION**

END OF SECTION 01 7839

## **SECTION 01 7900 - DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - 2. Demonstration and training video recordings.

#### **1.2 INFORMATIONAL SUBMITTALS**

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use prepared in same PDF file format required for operation and maintenance manuals specified in Section 01 7823 "Operation and Maintenance Data."

#### **1.4 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 4000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 01 3100 "Project Management and Coordination."

#### **1.5 COORDINATION**

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

## 1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.
    - f. Safety procedures.
    - g. Instructions on stopping.
    - h. Normal shutdown instructions.
    - i. Operating procedures for emergencies.
    - j. Operating procedures for system, subsystem, or equipment failure.
    - k. Seasonal and weekend operating instructions.
    - l. Required sequences for electric or electronic systems.
    - m. Special operating instructions and procedures.
  - 5. Adjustments: Include the following:
    - a. Alignments.

- b. Checking adjustments.
- c. Noise and vibration adjustments.
- d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

#### **1.7 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 7823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### **1.8 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

**1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS**

- A. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode with vibration reduction technology.
  - 1. Submit video recordings on CD-ROM or thumb drive.
- B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
- C. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

**PART 2 - PRODUCTS**

**PART 3 - EXECUTION**

END OF SECTION 01 7900

## **SECTION 26 0100 GENERAL PROVISIONS**

### **PART 1 - GENERAL**

#### **1.1 SCOPE**

This Contractor shall provide all materials, equipment and labor necessary to install and set into operation the electrical equipment as shown on the Engineering Drawings and as contained herein.

#### **1.2 QUALITY ASSURANCE**

- A. All work shall be in accordance with the latest edition of the North Carolina State Building Code and National Electric Code NFPA 70, 2020 edition.
- B. For all electrical inspections, contractor is responsible for notifying the Office of the State Electrical Inspector at the State Construction Office to schedule required inspections, including rough-in, above ceiling and final inspections. A "certificate of Approval" shall be obtained from the State Electrical Inspector after all work is completed." All electrical inspections shall be scheduled for Monday through Friday unless specifically exempted and approved by SCO.
- C. Wherever the words "Approved", Approval", and "Approved Equal" appear, it is intended that items other than the model numbers specified shall be subject to the approval of the Engineer.
- D. "Provide" as used herein shall mean that the Contractor responsible shall furnish and install said item or equipment. "Furnish" as used herein shall mean that the contractor responsible shall acquire and make available said item or equipment and that installation shall be by others. "Install" as used herein shall mean that the Contractor responsible shall make installation of items or equipment furnished by others.
- E. All material and equipment that the Contractor proposes to substitute in lieu of those specified shall be submitted to the Engineer ten (10) days prior to the bid date for evaluation. The submittal shall include a full description of the material or equipment and all pertinent engineering data required to substantiate the equality of the proposed item to that specified. Items that are submitted for approval after this date will not be accepted. Substitute material and equipment will not be deemed to be approved until notification is given in a written addendum prior to the bid date.
- F. Unless otherwise specified, all materials and equipment shall be NEMA Type 1 indoor, and NEMA Type 3R outdoors.

#### **1.3 SUBMITTALS**

- A. Within twenty (20) days after notification of the award of the contract and written notice to begin work, the Contractor shall submit for approval to the Architect/Engineer a detailed list of equipment and materials, which he proposes to use. Items requiring submittal data for approval will be noted at this time. Six (6) sets of submittal data shall be provided for approval.
- B. Each submittal shall bear the approval of the contractor indicating that he has reviewed the data and found it to meet the requirements of the drawings and specifications as well as space limitations and other project conditions, before submittal to the Engineer for review. The submittals shall be clearly identified showing project name, manufacturer's catalog number and all necessary performance and fabrication data. All requirements, parameters, information, details and other information noted about submitted equipment in the specifications and on the drawings shall be specifically addressed in the submittal. Submittals that do not contain this information will be returned to the contractor for re-submittal. The same detailed submittal data

shall be provided when items are to be considered as substitution for specified items. Acceptance for approval shall be in writing from the Engineer.

- C. Upon completion of the project, the Contractor shall submit to the Engineer a set of accurately marked-up plans indicating all changes encountered during the construction. These drawings shall remain on the project for its duration and shall be updated at the time changes are made. Final payment will be contingent on receipt of these "Record Drawings."
- D. The Contractor shall furnish four (4) bound sets of maintenance and operating instructions, parts lists, electrical circuit wiring diagrams, all submittal data, and sufficient manufacturer's literature to operate and maintain all equipment.
- E. The Contractor shall submit to the Engineer a duplicate set of final electrical inspection certificates prior to final payment.

#### **1.4 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. All material and equipment shall be delivered and unloaded by the Contractor within the project site as noted herein or as directed by the Owner.
- B. The Contractor shall protect all material and equipment from breakage, theft or weather damage. No material or equipment shall be stored on the ground. Any broken, damaged or weather damaged material or equipment shall be removed from the project site and replaced at the contractor's expense before installation.
- C. The material and equipment shall remain the property of the Contractor until the project has been completed and turned over to the Owner.

#### **1.5 WORKING CONDITIONS AND COORDINATION**

- A. The electrical contractor shall furnish safety switches not built into equipment. The electrical contractor shall review the plans and specifications of other trades to verify whether safety switches are furnished with equipment.
- B. All individual motor starters for mechanical equipment (fans, pumps, etc.) shall be furnished and installed under Division 22 and Division 23 unless indicated as a part of a motor control center or as indicated on electrical drawings. Motor starters for mechanical equipment provided in motor control centers shall be furnished under Division 26.
- C. The electrical contractor shall provide power wiring to a termination point consisting of a junction box, trough or gutter, starter or safety switch. The electrical contractor shall also furnish junction boxes, troughs and gutters. Final connections of the raceways and wire from those termination points to the equipment, except for food service equipment, shall be by the contractor furnishing the equipment. Final connections to food service equipment shall be by the contractor installing the equipment.
- D. The electrical contractor shall be responsible for installation of conduits, junction boxes and back boxes required for communication, fire alarm and security devices. Coordination with those trades is required for proper conduit installation.
- E. Pipe, conduit and duct chases required for installation of the work shall be provided by the General Contractor, unless otherwise noted. This Contractor shall be responsible for coordinating the location of all required chases.

- F. All work shall be coordinated with other trades. Cutting of new work due to this contractor's negligence and subsequent patching shall be approved by the Architect/Engineer and shall be at this contractor's expense with no extra cost to the Owner.

#### **1.6 GUARANTEE**

- A. Where extended warranties or guarantees are available from the manufacturer, the Contractor shall prepare the necessary contract documents to validate these warranties as required by the manufacturer and present them to the Owner.

#### **1.7 REGULATORY REQUIREMENTS**

- A. Conform to requirements of ANSI/NFPA 70, 2020 Edition.
- B. Furnish products listed and classified by third party agencies accredited by the NCBCC to label electrical and mechanical equipment as suitable for purpose specified and shown, where such listing exists.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

Materials and equipment shall be new, unless noted otherwise, of the highest grade and quality and free from defects or other imperfections. Materials and equipment found defective shall be removed and replaced at the Contractor's expense.

### **PART 3 - EXECUTION**

#### **3.1 INSPECTION**

If any part of this Contractor's work is dependent for its proper execution or for its subsequent efficiency or appearance on the character or conditions of contiguous work not executed by him, the Contractor shall examine and measure such contiguous work and report to the Architect/Engineer in writing any imperfection therein, or conditions that render it unsuitable for the reception of this work. Should the Contractor proceed without making such written report, he shall be held to have accepted such work and the existing conditions and he shall be responsible for any defects in this work consequent thereon and will not be relieved of the obligation of any guarantee because of any such imperfection or condition.

#### **3.2 INSTALLATION**

- A. All work shall be performed in a manner indicating proficiency in the trade.
- B. All conduit, pipes, ducts, etc., shall be either parallel to building walls or plumb where installed in a vertical position and shall be concealed when located in architecturally finished areas.
- C. Any cutting or patching required for installation of this Contractor's work shall be kept to a minimum. The Architect/Engineer shall require written approval if cutting of primary structure is involved.
- D. All patching shall be done in such a manner as to restore the areas or surfaces to match existing finishes.
- E. The Contractor shall lay out and install his work in advance of pouring concrete floors or walls. He shall furnish and install all sleeves or openings through poured masonry floors or walls above grade required for passage of all conduits, pipes or duct installed by him. The Contractor shall furnish and install all inserts and hangers required to support equipment.



- F. Grounding:
1. All grounding shall be in accordance with the requirements of the NEC and per the project drawings.
  2. The main service shall be grounded with driven rods, to building steel (where available) and to the domestic metal water main where it enters the building.
  3. The secondary neutral of each dry type transformer shall be bonded to the nearest domestic metal water line OR to the building steel (where available) OR to an approved grounding electrode, to the conduit system, and the and to transformer case.
  4. A grounding conductor sized per the latest edition of the NEC shall be installed in all raceways containing power conductors.
- G. Existing facilities: Contractor shall perform work in the area under installation in such a manner that there is no interruption to electrical power to remaining facility.

**3.3 PERFORMANCE**

The Contractor shall perform all excavation and backfill operations necessary for installation of his work.

**3.4 ERECTION**

All support steel, angles, channels, pipes or structural steel stands and anchoring devices that may be required to rigidly support or this Contractor shall provide anchor material and equipment.

**3.5 ADJUST AND CLEAN**

- A. All equipment and installed materials shall be thoroughly clean and free of all dirt, oil, grit, grease, etc.
- B. Factory painted equipment shall not be repaired unless damaged areas exist. The manufacturer shall touch up these areas with a material suitable for the intended service so that the finish is equal to that provided. In no event shall nameplates be painted.
- C. At a scheduled meeting, the Contractor shall instruct the Owner or the Owner's representative in the operation and maintenance of all equipment installed under his contract, (in the presence of the Engineer).

**END OF SECTION 26 0100**

## **SECTION 26 0519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Copper building wire rated 600 V or less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.

### **PART 2 - PRODUCTS**

#### **2.1 COPPER BUILDING WIRE**

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Alpha Wire Company.
  - 2. Okonite Company (The).
  - 3. Southwire Company.
- C. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by the NCBCC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.
  - 2. RoHS compliant.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 ASTM B496 for stranded conductors.
- E. Conductor Insulation:
  - 1. Type THHN and Type THWN-2: Comply with UL 83.
  - 2. Type XHHW-2: Comply with UL 44.

## 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by the NCBC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. 3M Electrical Products.
  - 2. AFC Cable Systems; Atkore International.
  - 3. O-Z/Gedney; Emerson Electric Co., Automation Solutions, Appleton Group.
  - 4. TE Connectivity Ltd.
- C. Jacketed Cable Connectors: For steel jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.
  - 2. Type: standard barrels.
  - 3. Termination: Compression.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; Class B stranded for No. 8 AWG and larger.
- C. Use conductors not smaller than No. 12 AWG for power circuits. Maximum conductor size shall be 500 KCMIL.
- D. Use minimum No. 10 AWG conductors for 20 ampere, 120-volt branch circuits longer than 50 feet. Refer to drawings for additional requirements.
- E. Use No. 10 AWG conductors for 20 ampere, 277-volt branch circuits longer than 125 feet. Refer to drawings for additional requirements.
- F. Use conductors not smaller than No. 14 AWG for control circuits. Use stranded conductors for control circuits.

### 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. All wiring shall be Single conductor insulated wire in conduit. Install a code gauge green insulated grounding conductor in all raceways. Individual full neutral wire shall be provided for each circuit.

### 3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

- B. Complete raceway installation between conductor and cable termination points according to Section 26 0533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Completely and thoroughly swab raceway before installing wire.
- D. Use manufacturer approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- E. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- F. Pull all conductors into raceway at same time.
- G. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- H. Support cables according to Section 26 0529 "Hangers and Supports for Electrical Systems."

### 3.4 CONNECTIONS

- A. Clean conductor surfaces before installing lugs and connectors.
- B. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- C. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- D. Joints in solid conductors shall be made using Ideal "Wirenuts, 3M Company "Scotchlocks", or other approved insulated spring, with plastic cap, twist on connector.
- E. Joints in stranded conductors shall be made using approved mechanical connectors and gum rubber or friction tape with an outer covering of two layers of plastic tape equal to Scotch "33+". Solderless mechanical connectors for splices and taps, provided with UL approved insulating covers, may be used in place of mechanical connectors and tape.
- F. "Sta Kon" or other permanent type crimp connectors shall not be used for branch circuit connections.
- G. Conductors, in all cases, shall be continuous from outlet to outlet and no splicing shall be made except within outlet or junction boxes, troughs and gutters.
- H. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 0553 "Identification for Electrical Systems."  
Color Coding:

Phase	208Y/120V	277/480V
A	Black	Brown
B	Red	Orange
C	Blue	Yellow
Neutral	White	Natural Gray
Ground	Green	Green

- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 26 0544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### 3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

**END OF SECTION 26 0519**

## **SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Steel slotted support systems.
  - 2. Conduit and cable support devices.
  - 3. Support for conductors in vertical conduit.
  - 4. Structural steel for fabricated supports and restraints.
  - 5. Mounting, anchoring, and attachment components, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
  - 6. Fabricated metal equipment support assemblies.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. For fabrication and installation details for electrical hangers and support systems.
  - 1. Hangers. Include product data for components.
  - 2. Slotted support systems.
  - 3. Equipment supports.
  - 4. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.
- C. Delegated-Design Submittal: For hangers and supports for electrical systems.
  - 1. Include design calculations and details of hangers.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, and coordinated with each other, using input from installers of the items involved.
- B. Welding certificates.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 4000 "Quality Requirements," to design hanger and support system.
- B. Surface-Burning Characteristics: Comply with ASTM E84; testing by the NCBC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.
  - 1. Flame Rating: Class 1.
  - 2. Self-extinguishing according to ASTM D635.

## 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Raceway and boxes shall be supported in a method and at a spacing as approved by the NFPA-70 NEC. Conduits installed on the interior of exterior building walls shall be spaced off the wall surface a minimum of 1/4 inch using “clamp-backs” or strut.
- B. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-diameter holes at a maximum of 8 inches o.c. in at least one surface.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. ABB, Electrification Business.
    - b. Allied Tube & Conduit; Atkore International.
    - c. B-line; Eaton, Electrical Sector.
  - 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 3. Material for Channel, Fittings, and Accessories: Paintable Galvanized steel.
  - 4. Channel Width: Selected for applicable load criteria.
  - 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A36/A36M steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: NOT ALLOWED
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
      - 1) B-line; Eaton, Electrical Sector.
      - 2) Empire Tool and Manufacturing Co., Inc.
      - 3) Hilti, Inc.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F3125/F3125M, Grade A325.
  - 6. Toggle Bolts: All Stainless-steel springhead type.
  - 7. Hanger Rods: Threaded steel.

### 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  - 1. NECA 1.
  - 2. NECA 101
  - 3. NECA 105.
- B. Comply with requirements "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps.

### 3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.
  - 2. To New Concrete: Bolt to concrete inserts.
  - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  - 4. To Existing Concrete: Expansion anchor fasteners.
  - 5. Powder Actuated Fasteners are not allowed.
  - 6. To Steel: Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69.
  - 7. To Light Steel: Sheet metal screws.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.



**3.3 INSTALLATION OF FABRICATED METAL SUPPORTS**

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.

**END OF SECTION 26 0529**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Metal conduits and fittings.
  - 2. Nonmetallic conduits and fittings.
  - 3. Metal wireways and auxiliary gutters.
  - 4. Surface raceways.
  - 5. Boxes, enclosures, and cabinets.
  - 6. Handholes and boxes for exterior underground cabling.

### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

### **1.3 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
  - 1. Structural members in paths of conduit groups with common supports.
  - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

## **PART 2 - PRODUCTS**

### **2.1 METAL CONDUITS AND FITTINGS**

- A. Metal Conduit:
  - 1. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by the NCBC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.
  - 2. GRC: Comply with ANSI C80.1 and UL 6.
  - 3. IMC: Comply with ANSI C80.6 and UL 1242.
  - 4. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
    - a. Comply with NEMA RN 1.
    - b. Coating Thickness: 0.040 inch, minimum.
  - 5. EMT: Comply with ANSI C80.3 and UL 797.
  - 6. FMC: Comply with UL 1; zinc-coated steel.
  - 7. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
  - 1. Listing and Labeling: Listed and labeled as defined in NFPA 70, the NCBC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.
  - 2. Fittings, General: Listed and labeled for type of conduit, location, and use.
  - 3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
  - 4. Fittings for EMT:
    - a. Material: Steel.
    - b. Type: compression.
  - 5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

6. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Nonmetallic Conduit:
- B. Listing and Labeling: Listed and labeled as defined in NFPA 70, the NCBCC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application. See Evaluations for descriptions of nonmetallic conduit types.
  1. ENT: Comply with NEMA TC 13 and UL 1653.
  2. RNC: Comply with NEMA TC 2 and UL 651 unless otherwise indicated.
  3. LFNC: Comply with UL 1660.
- C. Nonmetallic Fittings:
  1. Fittings, General: Listed and labeled for type of conduit, location, and use.
  2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
  3. Fittings for LFNC: Comply with UL 514B.
  4. Solvents and Adhesives: As recommended by conduit manufacturer.

## 2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 unless otherwise indicated, and sized according to NFPA 70.
  1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by the NCBCC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

## 2.4 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.

- F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- G. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- H. Cabinets:
  - 1. NEMA 250, Type 1 minimum or as indicated on drawings, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  - 2. Hinged door in front cover with flush latch and concealed hinge.
  - 3. Key latch to match panelboards.
  - 4. Metal barriers to separate wiring of different systems and voltage.
  - 5. Accessory feet where required for freestanding equipment.

## 2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
  - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
  - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, the NCBCC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application. Retain one or more of three paragraphs below to select enclosure type(s) for areas not subject to traffic by vehicles. Indicate location of each type in "Raceway Application" Article. For enclosures with cover options, verify that selected cover is available with load rating specified in "Raceway Application" Article. If retaining more than one type of box and cover combination, indicate location of each type on Drawings.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Armorcast Products Company.
    - b. NewBasis.
    - c. Oldcastle Enclosure Solutions.
    - d. Oldcastle Precast, Inc.
    - e. Quazite; Hubbell Incorporated, Power Systems.
  - 2. Standard: Comply with SCTE 77.
  - 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
  - 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
  - 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  - 6. Cover Legend: Molded lettering, "ELECTRIC" or "COMMUNICATION" as indicated on drawings.
  - 7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

## PART 3 - EXECUTION

### 3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed Conduit: GRC.
  - 2. Concealed Conduit, Aboveground: GRC.
  - 3. Underground Conduit: RNC, Type EPC-40-PVC, concrete encased.
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
  - 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
  
- B. Indoors: Apply raceway products as specified below unless otherwise indicated.
  - 1. Exposed, Not Subject to Physical Damage and above 8'-0" AFF: EMT.
  - 2. Exposed and Subject to Severe Physical Damage or below 8'-0" AFF:
    - a. GRC and two-hole straps fastened on both sides of the conduit with tamper resistant fasteners.
    - b. Provide raceway boxes without knockouts. The use of knockout seals is acceptable as an alternative.
  - 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  - 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  - 5. Damp or Wet Locations: GRC.
  - 6. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.
  
- C. Minimum Raceway Size: 3/4-inch trade size.
  
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  - 3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10.
  - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
  
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
  
- F. Install surface raceways only where indicated on Drawings.
  
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

### 3.2 INSTALLATION

- A. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for hangers and supports.
  
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

- C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
- D. Do not fasten conduits onto the bottom side of a metal deck roof.
- E. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Comply with requirements in Section 26 0529 "Hangers and Supports for Electrical Systems" for hangers and supports.
- G. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- J. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches of enclosures to which attached.
- L. Raceways Embedded in Slabs:
  - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
  - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
  - 3. Arrange raceways to keep a minimum of 3 inches of concrete cover in all directions.
  - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
  - 5. Change from ENT to GRC before rising above floor.
- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- O. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- P. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

- R. Surface Raceways:
1. Install surface raceway with a minimum 2-inch radius control at bend points.
  2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  2. Where an underground service raceway enters a building or structure.
  3. Conduit extending from interior to exterior of building.
  4. Conduit extending into pressurized duct and equipment.
  5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  6. Where otherwise required by NFPA 70.
- U. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F and that has straight-run length that exceeds 25 feet.
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
    - d. Attics: 135 deg F temperature change.
  3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F of temperature change for PVC conduits.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, use a maximum of 36 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- W. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- X. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat

surface for a raintight connection between the box and cover plate or the supported equipment and box.

- Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Z. Locate boxes so that cover or plate will not span different building finishes.
- AA. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- BB. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- CC. Set metal floor boxes level and flush with finished floor surface.
- DD. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Duct bank conduit:
  - 1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 31 2000 "Earth Moving" for pipe less than 6 inches in nominal diameter.
  - 2. Install backfill as specified in Section 31 2000 "Earth Moving."
  - 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 31 2000 "Earth Moving."
  - 4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
    - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
    - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
  - 5. Underground Warning Tape: Comply with requirements in Section 26 0553 "Identification for Electrical Systems."
  - 6. See drawings for details.

### 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.



- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install handholes with bottom below frost line.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

**3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies

**3.6 FIRESTOPPING**

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

**3.7 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION 26 0533**

## **SECTION 26 0543 – UNDERGROUND DUCTBANK**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Nonmetallic conduits and fittings Non-metallic conduits to be installed in concrete encased duct banks.
  - 2. Rigid Steel Conduit

#### **1.2 SUBMITTALS**

- A. Product Data: Provide for nonmetallic conduit accessories.
- B. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation.

#### **1.3 PROJECT RECORD DOCUMENTS**

- A. Accurately record actual locations of exact routing of ductbank.

#### **1.4 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum three years documented experience.

#### **1.5 REGULATORY REQUIREMENTS**

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by third party agencies accredited by the NCBCC to label electrical and mechanical equipment, as suitable for purpose specified and shown, where such listing exists.

#### **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, protect, and handle Products to site.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

#### **1.7 PROJECT CONDITIONS**

- A. Verify that field measurements are as shown on Drawings.
- B. Verify routing and termination locations of duct bank prior to excavation for rough-in.
- C. Verify locations of manholes prior to excavating for installation of duct bank.

- D. Duct bank routing is shown on Drawings in approximate locations unless dimensions are indicated. Route as required completing duct system.

## **PART 2 - PRODUCTS**

### **2.1 PLASTIC CONDUIT**

- A. Description: NEMA TC 2; Schedule 40 or 80 PVC.
- B. Fittings and Conduit Bodies: NEMA TC 3.

### **2.2 RIGID METAL CONDUIT**

- A. Rigid Steel Conduit: ANSI C80.1.
- B. Fittings: ANSI/NEMA FB 1; steel

### **2.3 ACCESSORIES**

- A. Underground Warning Tape: 6 inch wide plastic tape, 4 mils thick, detectable type, colored red with suitable warning legend describing buried electrical lines.
- B. Marking Cord: 130-pound tensile test marking cord (marked at least every one foot). Equal to Greenlee No. 135.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that excavation, base material installation, and compaction is completed.

### **3.2 DUCT BANK INSTALLATION**

- A. Install duct in accordance with manufacturer's instructions.
- B. Install duct to locate top of ductbank at depths as indicated on drawings.
- C. Install duct with minimum slope of 4 inches per 100 feet. Slope duct away from building entrances.
- D. Cut duct square using saw or pipe cutter; de-burr cut ends.
- E. Insert duct to shoulder of fittings; fasten securely.
- F. Join nonmetallic duct using adhesive as recommended by manufacturer.
- G. Wipe nonmetallic duct dry and clean before joining. Apply full even coat of adhesive to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- H. Install no more than equivalent of three 90-degree bends between pull points.
- I. Provide suitable fittings to accommodate expansion and deflection where required.
- J. Terminate duct at manhole entries using end bell.

- K. Stagger duct joints vertically in concrete encasement 6 inches minimum.
- L. Use suitable separators and chairs installed not greater than 4 feet on centers.
- M. Band ducts together before backfilling or placing concrete.
- N. Securely anchor duct to prevent movement during concrete placement.
- O. Concrete shall have a compressive strength of 3000 pounds after 28 days.
- P. Provide minimum 3-inch concrete cover at bottom, top, and sides of ductbank.
- Q. Provide two No. 4 steel reinforcing bars in top of bank under paved areas.
- R. Connect to existing concrete encasement using dowels.
- S. Connect to manhole wall using dowels.
- T. Provide suitable pull string in each empty duct except sleeves and nipples.
- U. Swab duct. Use suitable caps to protect installed duct against entrance of dirt and moisture.
- V. Backfill trenches.
- W. Interface installation of underground warning tape with backfilling. Install tape 6 to 8 inches below finished surface.
- X. Install marking cord in each duct bank raceway.
- Y. All ducts shall be sealed at terminations, using sealing compound and plugs as required to withstand 15 psi minimum hydrostatic pressure.
- Z. The arrangement of conduit in duct banks shall follow OSHA requirements.
- AA. Trenches shall be cut neatly and uniformly to required pitch.
- BB. Concrete encased nonmetallic ducts shall be supported on plastic separators coordinated with duct size and spacing. Separators shall be spaced close enough to prevent sagging and deforming of ducts. Separators to the earth and to ducts shall be secured to prevent floating during concrete placement. Steel or tie wraps should not be used in such a way as to form conductive or magnetic loops around ducts or duct groups.
- CC. All elbows and stub ups shall be Rigid Steel.

**END OF SECTION 26 0543**

## **SECTION 26 0544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
  - 2. Sleeve-seal systems.
  - 3. Sleeve-seal fittings.
  - 4. Grout.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

### **PART 2 - PRODUCTS**

#### **2.1 SLEEVES**

- A. Wall Sleeves:
  - 1. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
  - 2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. Sleeves for Rectangular Openings:
  - 1. Material: Galvanized sheet steel.
  - 2. Minimum Metal Thickness:
    - a. For sleeve cross-section rectangle perimeter less than 50 inches and with no side larger than 16 inches, thickness shall be 0.052 inch.
    - b. For sleeve cross-section rectangle perimeter 50 inches or more and one or more sides larger than 16 inches, thickness shall be 0.138 inch.

#### **2.2 SLEEVE-SEAL SYSTEMS**

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Advance Products & Systems, Inc.
    - b. CALPICO, Inc.
    - c. Metraflex Company (The).
    - d. Pipeline Seal and Insulator, Inc.
    - e. Proco Products, Inc.

2. Sealing Elements: EPDM or conduit plug rubber interlocking links shaped to fit surface of pipe and wires. Include type and number required for pipe material and size of pipe and wire quantities.
3. Pressure Plates: Stainless steel.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

### 2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. HoldRite; Reliance Worldwide Company.

### 2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi, 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

## PART 3 - EXECUTION

### 3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
  1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
  3. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed.
  4. Install sleeves for wall penetrations. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
  5. Install sleeves for floor penetrations. Extend sleeves installed in floors 2 inches above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:

1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using cast-iron pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

### **3.2 SLEEVE-SEAL-SYSTEM INSTALLATION**

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

### **3.3 SLEEVE-SEAL-FITTING INSTALLATION**

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

**END OF SECTION 26 0544**

## **SECTION 26 0553 – ELECTRICAL IDENTIFICATION**

### **PART 1 – GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Nameplates and labels.
- B. Wire and cable markers.
- C. Conduit markers.

#### **1.2 REFERENCES**

- A. ANSI/NFPA 70 - National Electrical Code.

#### **1.3 SUBMITTALS**

- A. Submit under provisions of Section 26 0100.
- B. Product Data: Provide catalog data for nameplates, labels, and markers.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency specified under regulatory requirements. Include instructions for storage, handling, protection, examination, preparation and installation of Product.

#### **1.4 REGULATORY REQUIREMENTS**

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by third party agencies accredited by the NCBC to label electrical and mechanical equipment, as suitable for purpose specified and shown, where such listing exists.

### **PART 2 – PRODUCTS**

#### **2.1 NAMEPLATES AND LABELS**

- A. Nameplates: Engraved three-layer laminated plastic, with white letters on a background colored as follows:
  - 1. Fire Alarm System: Bright Red.
  - 2. Telephone/Data System: Orange
  - 3. Sound System: Dark Blue.
  - 4. Security: Dark Red (Burgundy)
  - 5. Emergency Systems: Green
  - 6. Data Systems: Brown
  - 7. Paging Systems: White (with black core)
  - 8. TV Systems: Purple
  - 9. 208 Volt System: Blue.
  - 10. 480 Volt System: Black.
- B. Locations:
  - 1. Each safety switch, panelboard, automatic transfer switch, transformer, switchboard, motor control center and other electrical equipment supplied for the project. Information



on the nameplate shall include; equipment controlled and/or served, phase and voltage appropriate NEC categorization load as indicated on the drawings.

- C. Provide graphic sign that shows the location of all service points such as utility, generator, solar photovoltaic and battery bank on related electrical panel, disconnect switch or equipment.
- D. Letter Size: Minimum of 1/2 inch.
- E. Labels: Embossed adhesive tape, with 3/16-inch white letters on black background. Use only for identification of individual wall switches and receptacles.
- F. Label Information: Equipment controlled and/or served, voltage, phase, etc.
- G. Nameplates shall be securely attached to equipment with self-tapping stainless-steel screws; if the screw sharp end is protected; otherwise rivets shall be used.

## 2.2 WIRE MARKERS

- A. Description: Cloth, tape, split sleeve, or tubing type wire markers.
- B. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes and each load connection.
- C. Legend:
  - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.

## 2.3 CONDUIT MARKERS

- A. Location: Furnish markers for each conduit longer than 20 feet.
- B. Color:
  - 1. Fire Alarm System: Bright Red.
  - 2. Telephone/Data System: Orange
  - 3. Sound System: Dark Blue.
  - 4. Security: Dark Red (Burgundy)
  - 5. Emergency Systems: Green
  - 6. Data Systems: Brown
  - 7. Paging Systems: White
  - 8. TV Systems: Purple
  - 9. 208 Volt System: Blue.
  - 10. 480 Volt System: Black.
- C. As an alternative to the above requirements, conduit in unfinished areas may be marked with spray paint.

## 2.4 UNDERGROUND WARNING TAPE

- A. Description: 6-inch-wide, 4 mils thick, plastic tape, detectable type, bright colored with suitable warning legend, continuously printed, describing buried electrical lines.

# PART 3 – EXECUTION

## 3.1 PREPARATION

- A. Degrease and clean surfaces to receive nameplates and labels.

### 3.2 APPLICATION

- A. Install nameplates and labels parallel to equipment lines.
- B. Secure nameplate to equipment front using rivets.
- C. Paint colored band on each conduit longer than 20 feet, 20 feet on center.
- D. All junction and pull boxes in conduit runs shall have their covers and exterior surfaces painted to match the colors in sections above.
- E. All junction and pull boxes in conduit runs that serve Fire Alarm System Devices shall have their covers and exterior surfaces painted red.
- E. Identify all underground conduits using underground warning tape. Install one tape per trench at 6 to 8 inches below finished grade.
- F. All empty conduits, and conduits with conductors, for future use shall be identified for use and shall indicate on each end where they terminate. Identification shall be by tags with string or wire attached to the conduit or outlet.

**END OF SECTION 26 0553**

## **SECTION 26 2726 - WIRING DEVICES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Receptacles, 125 V, 20 A.
  - 2. Wall plates.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.
- B. Operating and maintenance manual for Lighting controls shall satisfy North Carolina Energy Conservation Code Section C408.3.2 Lighting System Operation Manual Prescriptive Criterion and shall include all the following:
  - 1. Submittal data indicating all selected options for each piece of lighting equipment and lighting controls.
  - 2. Operation and maintenance manuals for each piece of lighting equipment. Required routine maintenance actions, cleaning and recommended re-lamping shall be clearly identified.
  - 3. A schedule for inspecting and recalibrating all lighting controls.
  - 4. A narrative of how each system is intended to operate, including recommended set points.

### **PART 2 - PRODUCTS**

#### **2.1 GENERAL WIRING-DEVICE REQUIREMENTS**

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by the NCBCC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.
- B. Comply with NFPA 70.
- C. RoHS compliant.
- D. Comply with NEMA WD 1.
- E. Device Color:
  - 1. Wiring Devices Connected to Normal Power System: Ivory As selected by Architect unless otherwise indicated or required by NFPA 70 or device listing.
  - 2. SPD Devices: Blue.
- F. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. Arrow Hart, Wiring Devices; Eaton, Electrical Sector.
- b. Leviton Manufacturing Co., Inc.
- c. Wiring Device-Kellems; Hubbell Incorporated, Commercial and Industrial.

## 2.2 RECEPTACLES:

- A. General requirements: All duplex receptacles shall meet requirements shown in 1 through 4 as follows unless otherwise noted.
  1. Description: Two pole, three wire, and grounding type, arranged for back and side wiring, with separate single or double grounding terminals. Self-grounding or automatic type grounding receptacles are not acceptable in lieu of receptacles with separate grounding screw lugs and a direct, green insulated conductor connection to the equipment grounding system. Provide Arc fault protection for outlets in dwelling units, residence halls, and dormitories as required per code with NC amendments.
  2. Configuration: NEMA WD 1, NEMA WD 6, Configuration 5-20R.
  3. Standards: Comply with UL 498 and FS W-C-596.
  4. Receptacles shall be federal specification grade, mounted vertically. Receptacles mounted over counters, back-splashes, etc., shall be mounted horizontally.
- B. Duplex Receptacles, 125 V, 20 A.

## 2.3 WALL PLATES

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
  1. Plate-Securing Screws: slotted head metal oval screws color to match plate finish.
  2. Material: 0.035-inch-thick, satin-finished, Type 302 stainless steel.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
  1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  2. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
  3. Install wiring devices after all wall preparation, including painting, is complete.
- C. Device Installation:
  1. Install devices plumb and level.
  2. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
  3. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
  4. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

5. Receptacles shall not be mounted back to back.
- D. Receptacle Orientation:
  1. Install ground pin of vertically mounted receptacles up, and on horizontally mounted receptacles to the right.
- E. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- F. Any device plate located in inmate area, install the plate with tamper resistant screw.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

### **3.2 FIELD QUALITY CONTROL**

- A. Perform the following tests and inspections:
  1. Test Instruments: Use instruments that comply with UL 1436.
  2. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.
- B. Tests for Receptacles:
  1. Line Voltage: Acceptable range is 105 to 132 V.
  2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
  3. Ground Impedance: Values of up to 2 ohms are acceptable.
  4. Using the test plug, verify that the device and its outlet box are securely mounted.
- C. Wiring device will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

**END OF SECTION 26 2726**

## **SECTION 27 1523 - COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. 50 /125-micrometer, multimode, optical fiber cable (OM3).
  - 2. Optical fiber cable connecting hardware, patch panels, and cross-connects.
  - 3. Cabling identification products.

#### **1.2 OPTICAL FIBER HORIZONTAL CABLING DESCRIPTION**

- A. Optical fiber horizontal cabling system shall provide interconnections between Distributor A, Distributor B, or Distributor C and the equipment outlet, otherwise known as "Cabling Subsystem 1," or Distributor C and the equipment outlet, otherwise known as "Centralized Cabling," in the telecommunications cabling system structure. Cabling system consists of horizontal cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for horizontal-to-horizontal cross-connection.
  - 1. Horizontal cabling shall contain no more than one transition point or consolidation point between the horizontal cross-connect and the equipment outlet.
  - 2. Bridged taps and splices shall not be installed in the horizontal cabling.
- B. A work area is approximately 100 sq. ft., and includes the components that extend from the equipment outlets to the equipment.
- C. The maximum allowable horizontal cable length is 295 feet. This maximum allowable length does not include an allowance for the length of 16 feet to the workstation equipment or in the horizontal cross-connect.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. System Labeling Schedules: Electronic copy of labeling schedules.
  - 2. Cabling administration Drawings and printouts.
  - 3. Wiring diagrams and installation details of telecommunications equipment, to show location and layout of telecommunications equipment.
- C. Fiber optic cable testing plan.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer, and field inspector.
- B. Product Certificates: For each type of product.
- C. Source quality-control reports.
- D. Field quality-control reports.

## 1.5 CLOSEOUT SUBMITTALS

- A. Software and Firmware Operational Documentation:
  - 1. Software operating and upgrade manuals.
  - 2. Program Software Backup: On USB media or compact disk, complete with data files.
  - 3. Printout of software application and graphic screens.
- B. Maintenance data.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Cabling Installer must have personnel certified by BICSI on staff.
  - 1. Layout Responsibility: Preparation of Shop Drawings by a Technician.
  - 2. Installation Supervision: Installation shall be under the direct supervision of Technician, who shall be present at all times when Work of this Section is performed at Project site.
  - 3. Testing Supervisor: Currently certified by BICSI as an Technician.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Horizontal cabling system shall comply with transmission standards in TIA-568-C.1, when tested according to test procedures of this standard.
- B. Telecommunications Pathways and Spaces: Comply with TIA-569-D.
- C. Grounding: Comply with TIA-607-B.

### 2.2 50 / 125-MICROMETER, MULTIMODE, OPTICAL FIBER CABLE (OM1)

- A. Description: Multimode, 50 /125-micrometer, tight buffer, optical fiber cable.
- B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Belden CDT Networking Division/NORDX.
  - 2. Berk-Tek Leviton; a Nexans/Leviton alliance.
  - 3. Corning Cable Systems.
- C. Standards:
  - 1. Comply with ICEA S-83-596 for mechanical properties.
  - 2. Comply with TIA-568-C.3 for performance specifications.
  - 3. Comply with TIA-492AAAA for detailed specifications.
- D. Maximum Attenuation: 3.50 dB/km at 850 nm; 1.0 dB/km at 1300 nm.
- E. Minimum Overfilled Modal Bandwidth-length Product: 200 MHz-km at 850 nm; 500 MHz-km at 1300 nm.
- F. Jacket:
  - 1. Cable cordage jacket, fiber, unit, and group color shall be according to TIA-598-D.
  - 2. Imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches.

- G. Third party listing agencies shall be amongst those accredited by the North Carolina Building Code Council (NCBCC) to Label Electrical and Mechanical Equipment and marked for intended location and application. Provide Listed and labeled by an NRTL complying with UL 444, UL 1651, and NFPA 70 for the following types:
1. Plenum Rated, Nonconductive: Type OFNP in listed plenum communications raceway.

## 2.3 OPTICAL FIBER CABLE HARDWARE

- A. <Manufacturers>: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Berk-Tek Leviton; a Nexans/Leviton alliance.
  2. Corning Cable Systems.
  3. Hubbell Premise Wiring.
- B. Standards:
1. Comply with Fiber Optic Connector Intermateability Standard (FOCIS) specifications of the TIA-604 series.
  2. Comply with TIA-568-C.3.
- C. Cross-Connects and Patch Panels: Modular panels housing multiple-numbered, duplex cable connectors.
1. Number of Connectors per Field: One for each fiber of cable or cables assigned to field, plus spares and blank positions adequate to suit specified expansion criteria.
- D. Patch Cords: Factory-made, single-fiber cables in 36-inch lengths.
- E. Connector Type: Type SC complying with TIA-604-3-B, or Type ST complying with TIA-604-2-B, connectors to match field conditions as indicated on drawings.
- F. Plugs and Plug Assemblies:
1. Male; color-coded modular telecommunications connector designed for termination of a single optical fiber cable.
  2. Insertion loss not more than 0.25 dB.
  3. Marked to indicate transmission performance.

## 2.4 IDENTIFICATION PRODUCTS

- A. Comply with TIA-606-B and UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

## 2.5 SOURCE QUALITY CONTROL

- A. Factory test multimode optical fiber cables according to TIA-526-14-B and TIA-568-C.3.
- B. Cable will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

# PART 3 - EXECUTION

## 3.1 INSTALLATION OF OPTICAL FIBER BACKBONE CABLES

- A. Comply with NECA 1, NECA 301 and NECA/BICSI 568.



- B. General Requirements for Optical Fiber Cabling Installation:
  - 1. Comply with TIA-568-C.1 and TIA-568-C.3.
  - 2. Comply with BICSI ITSIMM, Ch. 6, "Cable Termination Practices."
  - 3. Terminate all cables; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.
  - 4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
  - 5. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.
  - 6. Bundle, lace, and train cable to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, "Cabling Termination Practices" Chapter. Use lacing bars and distribution spools.
  - 7. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  - 8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
  - 9. In the communications equipment room, provide a 10-foot-long service loop on each end of cable.
  - 10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
  - 11. Cable may be terminated on connecting hardware that is rack or cabinet mounted.
- C. Wiring Method: Install cables in raceways and cable trays except within consoles, cabinets, desks, and counters. Conceal raceway and cables except in unfinished spaces.
  - 1. Comply with requirements for pathways specified in "Pathways for Communications Systems."
- D. Wiring Method: Conceal conductors and cables in accessible ceilings, walls, and floors where possible.
- E. Wiring within Enclosures: Bundle, lace, and train cables within enclosures. Connect to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.
- F. Open-Cable Installation:
  - 1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
  - 2. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.
- G. Group connecting hardware for cables into separate logical fields.

### 3.2 IDENTIFICATION

- A. Identify system components, wiring, and cabling complying with TIA-606-B. Comply with requirements for identification specified in Section 26 0553 "Identification for Communications Systems."
  - 1. Administration Class: Class 1.
  - 2. Color-code cross-connect fields and apply colors to voice and data service backboards, connections, covers, and labels.
- B. Cable Schedule: Install in a prominent location in each equipment room and wiring closet. List incoming and outgoing cables and their designations, origins, and destinations. Protect

with rigid frame and clear plastic cover. Furnish an electronic copy of final comprehensive schedules for Project.

- C. Cable and Wire Identification:
  - 1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.
  - 2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.
  - 3. Exposed Cables and Cables in Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet.
  - 4. Label each unit and field within distribution racks and frames.
  - 5. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.
  
- D. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in TIA 606-B, for the following:
  - 1. Flexible vinyl or polyester that flexes as cables are bent.

### 3.3 FIELD QUALITY CONTROL

- A. Perform tests and inspections with the assistance of a factory-authorized service representative.
  
- B. Tests and Inspections:
  - 1. Visually inspect optical fiber jacket materials for third party testing laboratory accredited by the NCBCC certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments and inspect cabling connections for compliance with TIA-568-C.1.
  - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
  - 3. Optical Fiber Cable Tests:
    - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.1. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
    - b. Link End-to-End Attenuation Tests:
      - 1) Horizontal and Multimode Horizontal Link Measurements: Test at 850 or 1300 nm in one direction according to TIA-526-14-B, Method B, One Reference Jumper.
      - 2) Attenuation test results for horizontal links shall be less than 2.0 dB. Attenuation test results shall be less than those calculated according to equation in TIA-568-C.1.
  
- C. Data for each measurement shall be documented. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.
  
- D. Remove and replace cabling where test results indicate that it does not comply with specified requirements.
  
- E. End-to-end cabling will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

**END OF SECTION 27 1523**

## **SECTION 27 0528**

### **PATHWAYS FOR COMMUNICATIONS SYSTEMS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Metal conduits and fittings.
  - 2. Optical-fiber-cable pathways and fittings.
  - 3. Metal wireways and auxiliary gutters.

##### **1.3 DEFINITIONS**

- A. ARC: Aluminum rigid conduit.
- B. GRC: Galvanized rigid conduit.
- C. IMC: Intermediate metal conduit.
- D. RTRC: Reinforced thermosetting resin conduit.

##### **1.4 ACTION SUBMITTALS**

- A. Submit under provisions of Section 16010
- B. Product data for the following:
  - 1. Surface pathways
  - 2. Wireways and fittings.
  - 3. Boxes, enclosures, and cabinets.
- C. REGULATORY REQUIREMENTS.
- D. Source quality-control reports.

#### **PART 2 - PRODUCTS**

##### **2.1 METAL CONDUITS AND FITTINGS**

- A. Description: Metal raceway of circular cross section with manufacturer-fabricated fittings.
- B. General Requirements for Metal Conduits and Fittings:
  - 1. Listed and labeled as defined in NFPA 70. Third party listing agencies shall be amongst those accredited by the North Carolina Building Code Council (NCBCC) to Label Electrical and Mechanical Equipment and marked for intended location and application.
  - 2. Comply with TIA-569-D.

- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. IMC: Comply with ANSI C80.6 and UL 1242.
- F. PVC-Coated Steel Conduit: PVC-coated GRC.
  - 1. Comply with NEMA RN 1.
  - 2. Coating Thickness: 0.040 inch, minimum.
- G. EMT: Comply with ANSI C80.3 and UL 797.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
  - 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
  - 2. Fittings for EMT:
    - a. Material: Steel
    - b. Type: compression.
  - 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL-467, rated for environmental conditions where installed, and including flexible external bonding jumper.
  - 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- I. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 NONMETALLIC CONDUITS AND FITTINGS

- A. Description: Nonmetallic raceway of circular section with manufacturer-fabricated fittings.
- B. General Requirements for Nonmetallic Conduits and Fittings:
  - 1. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
  - 2. Comply with TIA-569-D.
- C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- D. Rigid HDPE: Comply with UL 651A.
- E. Continuous HDPE: Comply with UL 651A.
- F. RTRC: Comply with UL 2515A and NEMA TC 14.
- G. Fittings: Comply with NEMA TC 3; match to conduit or tubing type and material.
- H. Solvents and Adhesives: As recommended by conduit manufacturer.

## 2.3 OPTICAL-FIBER-CABLE PATHWAYS AND FITTINGS

- A. Description: Comply with UL 2024; flexible-type pathway with a circular cross section, approved for riser or general-use installation unless otherwise indicated.

- B. Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
- C. Comply with TIA-569-D.

## 2.4 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal trough of rectangular cross section fabricated to required size and shape, without holes or knockouts, and with hinged or removable covers.
- B. General Requirements for Metal Wireways and Auxiliary Gutters:
  - 1. Comply with UL 870 and NEMA 250, and sized according to NFPA 70.
  - 2. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.
  - 3. Comply with TIA-569-D.
- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type unless otherwise indicated.
- E. Finish: Manufacturer's standard enamel finish.

## 2.5 BOXES, ENCLOSURES, AND CABINETS

- A. Description: Enclosures for communications.
- B. General Requirements for Boxes, Enclosures, and Cabinets:
  - 1. Comply with TIA-569-D.
  - 2. Boxes, enclosures, and cabinets installed in wet locations shall be listed and labeled as defined in NFPA 70, by an NRTL, and marked for use in wet locations.
  - 3. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- C. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- D. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized with gasketed cover.
  - 1. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- E. Cabinets:
  - 1. NEMA 250, galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  - 2. Hinged door in front cover with flush latch and concealed hinge.
  - 3. Key latch to match panelboards.
  - 4. Metal barriers to separate wiring of different systems and voltage.
  - 5. Accessory feet where required for freestanding equipment.

# PART 3 - EXECUTION

## 3.1 PATHWAY APPLICATION

- A. Indoors: Apply pathway products as specified below unless otherwise indicated:
  - 1. Exposed above 8'-0" and not Subject to Severe Physical Damage: EMT.

2. Exposed below 8'-0" or Subject to Severe Physical Damage: GRC or IMC
  3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  4. Damp or Wet Locations: GRC.
  5. Pathways for Optical-Fiber or Communications Cable in Spaces Used for Environmental Air: EMT.
  6. Pathways for Optical-Fiber or Communications-Cable Risers in Vertical Shafts: EMT.
  7. Pathways for Concealed General-Purpose Distribution of Optical-Fiber or Communications Cable: EMT.
  8. Boxes and Enclosures: NEMA 250, Type 4 stainless steel units in institutional and damp or wet locations.
- B. Minimum Pathway Size: 3/4-inch trade size for copper and aluminum cables, and 1 inch for optical-fiber cables.
- C. Pathway Fittings: Compatible with pathways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  3. EMT: hexagonal compression, insulated throat type steel fittings. Comply with NEMA FB 2.10.

### 3.2 INSTALLATION

- A. Comply with the following standards for installation requirements except where requirements on Drawings or in this Section are stricter:
1. NECA 1.
  2. NECA/BICSI 568.
  3. TIA-569-D.
  4. NECA 101
  5. NECA 102.
  6. NECA 105.
  7. NECA 111.
- B. Comply with NFPA 70 limitations for types of pathways allowed in specific occupancies and number of floors.
- C. Keep pathways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal pathway runs above water and steam piping.
- D. Complete pathway installation before starting conductor installation.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of two 90-degree bends in any pathway run. Support within 12 inches of changes in direction. Utilize long radius ells for all optical-fiber cables.
- G. Conceal rigid conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.

- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of pathway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Coat field-cut threads on PVC-coated pathway with a corrosion-preventing conductive compound prior to assembly.
- K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install insulated bushings on conduits terminated with locknuts.
- L. Install pathways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus one additional quarter-turn.
- M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure, to assure a continuous ground path.
- N. Cut conduit perpendicular to the length. For conduits of 2-inch trade size and larger, use roll cutter or a guide to ensure cut is straight and perpendicular to the length.
- O. Install pull wires in empty pathways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Secure pull wire, so it cannot fall into conduit. Cap pathways designated as spare alongside pathways in use.
- P. Surface Pathways:
  - 1. Secure surface pathway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight pathway section. Support surface pathway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- Q. Pathways for Optical-Fiber and Communications Cable: Install pathways, metal, and rigid as follows:
  - 1. 3/4-Inch Trade Size and Smaller: Install pathways in maximum lengths of 50 feet.
  - 2. 1-Inch Trade Size and Larger: Install pathways in maximum lengths of 75 feet.
  - 3. Install with a maximum of two 90-degree bends or equivalent for each length of pathway unless Drawings show stricter requirements. Separate lengths with pull or junction boxes or terminations at distribution frames or cabinets where necessary to comply with these requirements.
- R. Install pathway-sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed pathways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install pathway-sealing fittings according to NFPA 70.
- S. Install devices to seal pathway interiors at accessible locations. Locate seals, so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all pathways at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where an underground service pathway enters a building or structure.
  - 3. Where otherwise required by NFPA 70.
- T. Expansion-Joint Fittings:



1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC that is located where environmental temperature change may exceed 100 deg F, and that has straight-run length that exceeds 100 feet.
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
    - b. Attics: 135 deg F temperature change.
  3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- U. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- V. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- W. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

### **3.3 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR COMMUNICATIONS PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

### **3.4 FIRESTOPPING**

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

### **3.5 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage or deterioration.
1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION 27 0528**

## **SECTION 31 2000 - EARTH MOVING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Excavating and filling for rough grading the Site.
  - 2. Preparing subgrades for slabs-on-grade, walks turf and grasses.

#### **1.2 DEFINITIONS**

- A. Backfill: Soil material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- D. Fill: Soil materials used to raise existing grades.
- E. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- F. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

#### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct pre-excavation conference at Green Cottage, Dobbs School, 3060 Dobbs farm Road, Kinston, NC.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Material test reports.

#### **1.5 FIELD CONDITIONS**

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.

- B. Do not commence earth-moving operations until plant-protection measures specified in Section 01 5639 "Temporary Tree and Plant Protection" are in place.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification [Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487] [Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145], or a combination of these groups; free of rock or gravel larger than **[3 inches]** <Insert dimension> in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
  - 1. Liquid Limit: less than 30 maximum
  - 2. Plasticity Index: 15 maximum
- C. Unsatisfactory Soils: Soil Classification [Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487] [Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145], or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- D. Protect trees, plants, lawns and other features designated to remain.

### **3.2 EXCAVATION, GENERAL**

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.3 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.4 SUBGRADE INSPECTION

- A. Proof-roll subgrade the basketball court subgrade with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### 3.5 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
  - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

### 3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.7 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.
  - 4. Under building slabs, use engineered fill.
  - 5. Under footings and foundations, use engineered fill.

### 3.8 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than **[8 inches]** <Insert dimension> in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D1557:
  - 1. Under structures, concrete slabs, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.

### 3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Concrete slabs and pads: Plus or minus 1 inch.

### 3.11 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform inspections:
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### 3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

**3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 2000

## SECTION 28 4621.11 - ADDRESSABLE FIRE-ALARM SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Fire-alarm control unit, devices, equipment and accessories that describe in the specification and drawings.

#### 1.2 ACTION SUBMITTAL

A. Product Data: For each type of product, including furnished options and accessories.

1. Include construction details, material descriptions, dimensions, profiles, and finishes.
2. Include rated capacities, operating characteristics, and electrical characteristics.

B. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, details, and attachments to other work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include voltage drop calculations for notification-appliance circuits.
6. Include battery-size calculations.
7. Include input/output fire alarm functions matrix and fire alarm riser.
8. Include statement from manufacturer that all equipment and components have been tested as a system and meet all requirements in this Specification and in NFPA 72.
9. Include performance parameters and installation details for each detector.
10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
11. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
12. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.
13. Drawings showing the location of each notification appliance and smoke and heat detector, ratings of each, and installation details as needed to comply with listing conditions of the device.
14. Design Calculations: Calculate requirements for selecting the spacing and sensitivity of detection, complying with NFPA 72. Calculate spacing and intensities for strobe signals and sound-pressure levels for audible appliances.
15. Indicate audible appliances required to produce square wave signal per NFPA 72.

C. General Submittal Requirements:

1. Shop Drawings shall be prepared by persons with the following qualifications:
  - a. Trained and certified by manufacturer in fire-alarm system design.
  - b. NICET-certified, fire-alarm technician; Level III minimum.

#### 1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum five years documented experience, and with service facilities within 150 miles of Project.
  2. Installer: Company specializing in installing the products specified in this section with minimum five years documented experience. The technicians are required to be trained and individually certified by the manufacturer, for the FACP model/series being installed. This training and certification must have occurred within the most recent 24 months, except that a NICET Level III certification will extend this to 36 months. Copies of the Certifications must be part of the Shop Drawing submittal to the engineer.
- B. Fire alarm system Manufactured by following shall be considered acceptable:
1. Honeywell - Notifier or FCI
  2. Johnson Controls – Simplex Grinnell
  3. Siemens
- C. Regulatory requirements
1. Conform to requirements of the latest editions of the North Carolina State Building Code, NFPA 70, NFPA 72, NFPA 101, ANSI S34.1, UL listing for Fire Protection, UL864UUKLSmoke Control Listing, FM Approval-Factory Mutual Approval Guide, Owner and all applicable required government regulations.
  2. Furnish products listed and classified by third party agencies accredited by the NCBCC to label electrical and mechanical equipment as suitable for purpose specified and indicated, where such listing exists.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.
1. Copies of the following items include "Operation and Maintenance Data" shall deliver to Owner.
    - a. Comply with the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
    - b. Provide "Fire Alarm and Emergency Communications System Record of Completion Documents" according to the "Completion Documents" Article in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
    - c. Complete wiring diagrams showing connections between all devices and equipment include all device addresses and the Air-Sampling Ports
    - d. Fire Alarm Riser diagram and Matrix
    - e. Record copy of site-specific software.
    - f. A signed statement of the Spare Parts and the Training that provided to the Owner.
    - g. Provide "Inspection and Testing Form" according to the "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
      - 1) Equipment tested.
      - 2) Frequency of testing of installed components.
      - 3) Frequency of inspection of installed components.
      - 4) Requirements and recommendations related to results of maintenance.
      - 5) Manufacturer's user training manuals.
    - h. Manufacturer's required maintenance related to system warranty requirements.
    - i. Abbreviated operating instructions for mounting at fire-alarm control unit and each annunciator unit.



- B. Software and Firmware Operational Documentation:
  - 1. Software operating and upgrade manuals.
  - 2. Program Software Backup: On magnetic media or compact disk, complete with data files.
  - 3. Device address list.
  - 4. Printout of software application and graphic screens.

### 1.5 QUALITY ASSURANCE

- A. All connections to the FACP and the system's programming shall be done only by the manufacturer, or by an authorized distributor that stocks a full compliant of spare parts for the system.
- B. The installer may make program changes shall present for the 100% test during the Designer, the Owner and SCO inspection.

### 1.6 SPARE PARTS

- A. The following spare parts shall be provided with the system. For multi-building projects, calculate quantities separately for each building that contains a dedicated fire alarm control panel. If FACP also serves auxiliary buildings (e.g., storage, boiler/chiller), calculate as if one building. Increase decimal quantities to the next higher whole number
  - 1. Fuses (If Used).....2 of each size in system
  - 2. Manual Fire Alarm Boxes.....2% of installed quantity
  - 3. Addressable Control Relays.....4% of installed quantity
  - 4. Indoor Horns/Speakers with Strobes Lights.....4% of installed quantity
  - 5. Indoor Strobe-only Notification Appliances.....4% of installed quantity
  - 6. Monitor Modules (Addressable Interface).....4% of installed quantity
  - 7. Isolation Modules / Isolation Bases.....4% of installed quantity
  - 8. Addressable, Electronic Heat Detectors.....4% of installed quantity
  - 9. Spot-Type Smoke Detectors / Sounder Bases.....6% of installed quantity
  - 10. No spares are required for projected beam, air sampling, or duct smoke detectors

### 1.7 WARRANTY

- A. All equipment and associated wiring shall be free from inherent mechanical and electrical defects for manufacturer's standard warranty period or a period of 12 months, whichever is greater, from the date of final acceptance.

## PART 2 - PRODUCTS

### 2.1 SYSTEM DESCRIPTION

- A. Noncoded, NRTL, addressable system, with multiplexed signal transmission and horn/strobe evacuation.
- B. All components provided shall be NCBC approved third party listed for use with the selected system.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by the NCBC (North Carolina Building Code Council) accredited testing agency and marked for intended location and application.

## 2.2 SYSTEMS OPERATIONAL DESCRIPTION

- A. Fire-alarm signal initiation shall be by one or more of the following devices and systems:
  - 1. Manual stations.
  - 2. Heat detectors.
  - 3. Smoke detectors.
  - 4. Duct smoke detectors.
  - 5. Carbon monoxide detectors.
  
- B. Fire-alarm signal shall initiate the following actions:
  - 1. Continuously operate alarm notification appliances.
  - 2. Identify alarm and specific initiating device at fire-alarm control unit connected network control panels.
  - 3. Release fire and smoke doors held open by magnetic door holders.
  - 4. Activate voice/alarm communication system.
  - 5. Switch heating, ventilating, and air-conditioning equipment controls to fire-alarm mode.
  - 6. Activate smoke-control system
  - 7. Close smoke dampers in air ducts of designated air-conditioning duct systems.
  - 8. Record events in the system memory.
  - 9. Record events by the system printer.
  
- C. Supervisory signal initiation shall be by one or more of the following devices and actions:
  - 1. Loss of communication with any panel on the network.
  
- D. System trouble signal initiation shall be by one or more of the following devices and actions:
  - 1. Open circuits, shorts, and grounds in designated circuits.
  - 2. Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
  - 3. Loss of communication with any addressable sensor, input module, relay, control module, printer interface, or Ethernet module.
  - 4. Loss of primary power at fire-alarm control unit.
  - 5. Ground or a single break in internal circuits of fire-alarm control unit.
  - 6. Abnormal ac voltage at fire-alarm control unit.
  - 7. Break in standby battery circuitry.
  - 8. Failure of battery charging.
  - 9. Abnormal position of any switch at fire-alarm control unit or annunciator.
  - 10. Hose cabinet door open.
  
- E. System Supervisory Signal Actions:
  - 1. Initiate notification appliances.
  - 2. Identify specific device initiating the event at fire-alarm control unit connected network control panels.
  - 3. Record the event on system printer.
  - 4. Transmit system status to building management system.

## 2.3 FIRE-ALARM CONTROL UNIT

- A. General Requirements for Fire-Alarm Control Unit:
  - 1. The system shall be the addressable type, with a 24vdc nominal operating voltage.
  - 2. The system shall have multiple access levels, so owner's authorized personnel can disable individual alarm inputs or normal system responses (outputs) for alarms, without changing the system's executive programming or affecting operation of the rest of the system. The process on how to do this must be included in the training

- required to be given to the owner's designated personnel and shall also be part of the written documentation provided by the fire alarm equipment supplier.
3. Loss of Power: Alarm signals arriving at the main FACP shall not be lost following a power failure (or outage) until the alarm signal is processed and recorded.
  4. The FACP must have an Alarm Silence Soft Key (Push Button) and be equipped with the Subsequent Alarm (alarm resound) feature. Any graphic displays located away from the alarm area must also include an audible signal with alarm resound feature.
  5. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
    - a. System software and programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
    - b. Include a real-time clock for time annotation of events on the event recorder and printer.
    - c. Provide communication between the FACP and remote circuit interface panels, annunciators, and displays.
    - d. The FACP shall be NCBCC approved third party listed for connection to a central-station signaling system service.
    - e. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACP shall provide a minimum 500-event history log.
  6. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
  7. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACP shall be NCBCC approved third party listed for releasing service.
  8. The FACP shall provide or be capable of expansion to 198 intelligent/addressable devices per Signaling Line Circuits (SLC) minimum, per system. The number of SLCs and Notification Appliance Circuits provided shall accommodate the number of devices as shown on the Drawings with minimum 20% spare capacity.
  9. A supervised AHU bypass switch shall be provided in the FACP to accommodate testing and maintenance. The switch shall indicate a trouble condition when in the bypass position.
  10. Programmable, supervised switches for fire safety function bypasses. i.e. NAC Bypass, HVAC Shutdown Defeat, Smoke Control Bypass, Door holder bypass, etc. Switch operation shall be password protected.
- B. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
1. Annunciator and Display: Liquid-crystal type, three line(s) of 80 characters, minimum.
  2. Keypad: Arranged to permit entry and execution of programming, display, and control commands and to indicate control commands to be entered into the system for control of smoke-detector sensitivity and other parameters.
- C. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:
1. Pathway Class Designations: NFPA 72, Class A for Initiating Devices and Signaling-Line Circuits and Class B for Notification-Appliance circuits.
  2. Pathway Survivability: Level 1.
  3. Install no more than 100 addressable devices on each signaling-line circuit.
  4. Serial Interfaces:
    - a. One dedicated RS 485 port for future remote operation using point ID DACT.

- b. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
- D. Notification-Appliance Circuit:
1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.
  2. Where notification appliances provide signals to sleeping areas, the alarm signal shall be a 520-Hz square wave with an intensity 15 dB above the average ambient sound level or 5 dB above the maximum sound level, or at least 75 dBA, whichever is greater, measured at the pillow.
  3. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- E. Door Controls: Door hold-open devices that are controlled by smoke detectors at doors in smoke-barrier walls shall be connected to fire-alarm system.
- F. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and print out the final adjusted values on system printer.
- G. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble) and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also, print system reset event, including same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.
- H. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory and digital alarm communicator transmitters shall be powered by 24-V dc source.
1. Alarm current draw of entire fire-alarm system shall not exceed 75% of the power-supply module rating.
- I. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.  
Batteries: Shall be completely maintenance free, shall not require liquids, fluid level checks or refilling, and shall not be capable of producing spills and/or leaks. Batteries shall be sealed gel-cell type with expected life of 10 years. Battery voltage shall be as required by the FACP and related equipment. Battery shall have enough capacity to power the fire alarm system for not less than 24 hours plus 5 minutes of alarm upon a normal AC power failure. NAC circuits shall not exceed 75% of maximum current load allowed. Battery shall have label to read date of installation and date of manufacture.
- J. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.
- K. Network Communication:
1. The network architecture shall be based on a Local Area Network (LAN), a firm-ware package that utilizes a peer-to-peer, inherently regenerative communica-

- tion format and protocol. The network shall use a deterministic token-passing method. Collision detection and recovery type protocols are not acceptable substitutes due to life safety requirements. In addition, there shall be no master, polling computer, central file computer, display controller or other central element (weak link) in the network which, on failure, may cause complete loss of network communications or cause major degradation of network capability. There shall be no cascading of CPUs or master/slave relationships at the network level to facilitate network communications. Failure of any node shall not cause failure or communication degradation of any other node or change the network communication protocol among surviving nodes located within distance limitations. Each node/panel shall communicate on the network at a baud rate of not less than 312 KBPS (kilobits per second). A node may be an intelligent Fire Alarm Control Panel (FACP), Workstation, Embedded Gateway, Network Control Annunciator (NCA), BACnet Gateway, Modbus Gateway, or Network Web Server (NWS). The network shall be capable of expansion to at least 103 nodes.
2. Each network node address shall be capable of storing Event equations. The event equations shall be used to activate outputs on one network node from inputs on other network nodes.
  3. The network shall be capable of communicating via wire or fiber optic medium. A wire network shall include a fail-safe means of isolating the nodes in the unlikely event of complete power loss to a node.
  4. A mix (hybrid) fiber/wire network repeater shall be supported. Systems that have distance limitations and have no available means to regenerate signals are not suitable substitutes.
  5. Fiber Optic Network Communication: The network shall support fiber optics as indicated on drawings.

## 2.4 MANUAL FIRE-ALARM BOXES

- A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes shall be finished in red with molded, raised-letter operating instructions in contrasting color; shall show visible indication of operation; and shall be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.
  1. Double-action mechanism requiring two actions to initiate an alarm, pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
  2. Station Reset: Key operated switch.

## 2.5 SYSTEM SMOKE DETECTORS

- A. General Requirements for System Smoke Detectors:
  1. Comply with UL 268; operating at 24-V dc, nominal.
  2. Detectors shall be two-wire type.
  3. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
  4. Base Mounting: Detector and associated electronic components shall be mounted in a twist-lock module that connects to a fixed base. Provide terminals in the fixed base for connection to building wiring.
  5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
  6. Integral Visual-Indicating Light: LED type, indicating detector has operated and power-on status.

7. Unless otherwise indicated, detectors shall be digital-addressable type, individually monitored at fire-alarm control unit for calibration, sensitivity, and alarm condition and individually adjustable for sensitivity by fire-alarm control unit.
  - a. Multiple levels of detection sensitivity for each sensor.
- B. Photoelectric Smoke Detectors:
  1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
  2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
    - a. Primary status.
    - b. Device type.
    - c. Present average value.
    - d. Present sensitivity selected.
    - e. Sensor range (normal, dirty, etc.).
- C. Duct Smoke Detectors: Photoelectric type complying with UL 268A.
  1. Detector address shall be accessible from fire-alarm control unit and shall be able to identify the detector's location within the system and its sensitivity setting.
  2. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
    - a. Primary status.
    - b. Device type.
    - c. Present average value.
    - d. Present sensitivity selected.
    - e. Sensor range (normal, dirty, etc.).
  3. Weatherproof Duct Housing Enclosure: NEMA 250, Type 4X; NRTL, shall be NCBC approved third party listed for use with the supplied detector for smoke detection in HVAC system ducts.
  4. Each sensor shall have multiple levels of detection sensitivity.
  5. Sampling Tubes: Design and dimensions as recommended by manufacturer for specific duct size, air velocity, and installation conditions where applied.
  6. Provide a 12 inch by 12 inch (minimum depending on duct size and access required) hinged access panel for sampling tube inspection and cleaning. Indicate the airflow direction on the duct, adjacent to the detector using stencil or permanent decal.
  7. Provide a Remote Alarm Indicator Light (RAIL) with an alarm LED and key type test switch. Locate as shown on plans or at an interior corridor location. RAIL's shall operate on 24 VDC nominal.

## 2.6 MULTICRITERIA DETECTORS

- A. Mounting: Twist-lock base interchangeable with smoke-detector bases.
- B. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- C. Automatically adjusts its sensitivity by means of drift compensation and smoothing algorithms. The detector shall send trouble alarm if it is incapable of compensating for existing conditions.
- D. Test button tests all sensors in the detector.
- E. An operator at fire-alarm control unit, having the designated access level, shall be able to manually access the following for each detector:
  1. Primary status.

2. Device type.
  3. Present sensitivity selected.
  4. Sensor range (normal, dirty, etc.).
- F. Sensors: The detector shall be comprised of four sensing elements including a smoke sensor, a carbon monoxide sensor, an infrared sensor, and a heat sensor.
1. Smoke sensor shall be photoelectric type as described in "System Smoke Detectors" Article.
  2. Carbon monoxide sensor shall be as described in "Carbon Monoxide Detectors" Article.
  3. Heat sensor shall be as described in "Heat Detectors" Article.
  4. Each sensor shall be separately listed according to requirements for its detector type.

## 2.7 HEAT DETECTORS

- A. General Requirements for Heat Detectors: Comply with UL 521.
1. Temperature sensors shall test for and communicate the sensitivity range of the device.
- B. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F or a rate of rise that exceeds 15 deg F per minute unless otherwise indicated.
1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
  2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.
- C. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature of 195 deg F.
1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
  2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

## 2.8 NOTIFICATION APPLIANCES

- A. General Requirements for Notification Appliances: Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.
- B. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Comply with UL 464. Horns shall produce a sound-pressure level of 90 dBA, measured 10 feet from the horn, using the coded signal prescribed in UL 464 test protocol. Output sound level shall be 110 dB maximum.
- C. Visible Notification Appliances: Xenon strobe lights complying with UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch-high letters on the lens.
1. Rated Light Output:
    - a. 15/30/75/110 cd, selectable in the field.
  2. Mounting: Wall mounted unless otherwise indicated.
  3. For units with guards to prevent physical damage, light output ratings shall be determined with guards in place.
  4. Flashing shall be in a temporal pattern, synchronized with other units.

5. Strobe Leads: Factory connected to screw terminals.
  6. Mounting Faceplate: Factory finished, red.
  7. The Fire Alarm Contractor shall verify all candela settings prior to conducting the voltage drop testing required later in this document. Contractor shall also verify the design candela settings are adequate for the space being covered. Care must be taken to assure the devices are mounted in the exact locations shown on the approved shop drawing documents. Notify the designer of any deficiencies.
- D. Exit Marking Audible Notification Appliance:
1. Exit marking audible notification appliances shall meet the audibility requirements in NFPA 72.
  2. Provide exit marking audible notification appliances at the entrance to all building exits.
  3. Provide exit marking audible notification appliances at the entrance to areas of refuge with audible signals distinct from those used for building exit marking.

## **2.9 FIREFIGHTERS' SMOKE-CONTROL SYSTEM**

- A. Initiate Smoke-Management Sequence of Operation:
1. Comply with sequence of operation as described in drawings M-501, M-502 and M-503 "Sequence of Operations for HVAC DDC."
  2. Fire-alarm system shall provide all interfaces and control points required to properly activate smoke-management systems.
  3. First fire-alarm system initiating device to go into alarm condition shall activate the smoke-control functions.
  4. Subsequent devices going into alarm condition shall have no effect on the smoke-control mode.
- B. Addressable Relay Modules:
1. Provide address-setting means on the module. Store an internal identifying code for control panel use to identify the module type.
  2. Allow the control panel to switch the relay contacts on command.
  3. Have a minimum of two normally open and two normally closed contacts available for field wiring.
  4. Shall be NCBC approved third party listed for controlling HVAC fan motor controllers.

## **2.10 MAGNETIC DOOR HOLDERS**

- A. Description: Units are equipped for wall or floor mounting as indicated and are complete with matching doorplate.
1. Electromagnets: Require no more than 3 W to develop 25-lbf holding force.
  2. Wall-Mounted Units: Flush mounted unless otherwise indicated.
  3. Rating: 24-V ac or dc unless otherwise noted.
- B. Material and Finish: Match door hardware.

## **2.11 GRAPHIC ANNUNCIATOR**

- A. Framed Graphic Plan: Framed floor plans, mounted at the FACP. Plans shall show all system devices with the unique device identification numbers indicated adjacent to each device. The identification numbers shall match those represented in the as-built drawings and those reported at the FACP.



## 2.12 ADDRESSABLE INTERFACE DEVICE

- A. General:
  - 1. Include address-setting means on the module.
  - 2. Store an internal identifying code for control panel use to identify the module type.
  - 3. Shall be NCBC approved third party listed for controlling HVAC fan motor controllers.
- B. Monitor Module: Microelectronic module providing a system address for alarm-initiating devices for wired applications with normally open contacts.
- C. Integral Relay: Capable of providing a direct signal.
  - 1. Allow the control panel to switch the relay contacts on command.
  - 2. Have a minimum of two normally open and two normally closed contacts available for field wiring.
- D. Control Module:
  - 1. Operate notification devices.

## 2.13 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632. The communicator transmitter shall be provided to accommodate future connection to Capitol Police.
- B. Future Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
  - 1. Verification that both telephone lines are available.
  - 2. Programming device.
  - 3. LED display.
  - 4. Manual test report function and manual transmission clear indication.
  - 5. Communications failure with the central station or fire-alarm control unit.
- D. Digital data transmission shall include the following:
  - 1. Address of the alarm-initiating device.
  - 2. Address of the supervisory signal.
  - 3. Address of the trouble-initiating device.
  - 4. Loss of ac supply.
  - 5. Loss of power.
  - 6. Low battery.
  - 7. Abnormal test signal.
  - 8. Communication bus failure.
- E. Secondary Power: Integral rechargeable battery and automatic charger.
- F. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

## 2.14 SYSTEM PRINTER

- A. Printer shall be NCBC approved third party listed and labeled as an integral part of fire-alarm system.

## 2.15 SURGE PROTECTION

The following protection against voltage transients and surges must be provided by the fire alarm equipment supplier, and installed by the electrical contractor:

- A. On AC Input: A feed-through (not shunt-type) branch circuit transient suppressor such as Leviton 51020-WM-DIN, or Ditek DTK-120SRD 20 Amp or equivalent UL 1449 - Latest Edition Listed device.
- B. On DC Circuits Extending Outside Building: At a point near entry to the building provide "pi"-type filter on each leg, consisting of a primary arrestor, series impedance, and a fast-acting secondary arrestor that clamps at 30v-40v. Some acceptable models: Simplex 2081-9027, Simplex 2081-9028, Transtector TSP8601, Ditek DTK 2MHL P24BWB series, Citel America B280-24V, and Northern Technologies DLP-42. Submit data on others to the engineer for approval. UL 497B listing is normally a prerequisite for their consideration. Devices using only MOV active elements are not acceptable.
- C. See additional information 'Transient Arrestor Installation Detail' on drawings.

## 2.16 DEVICE GUARDS

- A. Description: Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection.
  - 1. Factory fabricated and furnished by device manufacturer.
  - 2. Finish: Paint of color to match the protected device.
  - 3. Device guard shall be NRTL listed for use with device.

## 2.17 FIRE ALARM DOCUMENTS (FAD) STORAGE CABINET:

- A. Description: The Fire Alarm Documents Cabinet (FAD) shall be provided, to comply with the NFPA 72 2013 requirements, and shall be maintained at the location of the fire alarm control unit. The Fire Alarm Documents cabinet shall be used as a storage box for both printed and digital documentation. This cabinet shall be constructed of durable 16 gauge steel with a solid piano hinge and key lock. The cabinet includes a 4GB USB memory flash drive interface. The Fire Document Box (FDB) interior is designed to contain critical manuals and documents. It is constructed with a durable steel retainer. The FDB has two key ring hooks to hold system keys, and a frame to insert Authorized personnel business cards. In the inner door, add the Legend Sheet to record property, system, service, code and AHJ certification information, as well as required documentation. Complete configuration data (site-specific programming) for the system shall be stored on USB memory flash drive and archived by the fire alarm system manufacturer or authorized distributor. A copy of this site-specific data base shall also be placed in the Documentation Cabinet.
- B. Features:
  - 1. Installed with a 4 gigabyte digital flash drive interface with USB B connector.
  - 2. Overall Dimensions: 12" W x 13" H x 2 1/4" D.
  - 3. Offers two, key ring hooks to hold the system keys.
  - 4. Contains a frame plate to insert Authorized Personnel business cards.
  - 5. Constructed with 16 gauge steel box and cover for added security with a solid stainless steel hinge.

6. Coated with a durable, baked-on finish (other colors available).
7. Built with a stainless steel piano hinge with standard ¾" cat 30 key lock (other lock assemblies available).
8. Includes a Legend Sheet to record passwords and system information.
9. Imprinted with white indelible ink, 1" high lettering labeled, "FIRE ALARM DOCUMENTS."

## 2.18 FIRE-ALARM WIRE AND CABLE

- A. AC power circuit shall be No. 12 AWG THHN/THWN solid copper color coded conductors.
- B. Notification appliances circuits shall be installed using No. 14 AWG, stranded copper, type THHN/THWN conductors.
- C. Air handler shutdown and door control shall be wired with No. 14 AWG, stranded copper, type THHN/THWN conductors.
- D. Notification Alarm appliance (NAC) circuits shall be NFPA 72 Class B. The load connected to each circuit must not exceed 80% of rated module output and the coverage of each circuit shall not exceed 3 floors (to limit the effect of faults and to facilitate trouble shooting). The NAC voltage drop during alarm must not exceed 14% of the voltage measured across the batteries at that time. To achieve this, design must consider wire size, length of circuit, device load, inherent voltage loss within the FACU's power supply, etc. The contractor shall use power outage testing to verify that the NAC circuit was designed and installed properly. Notification appliance circuits shall be installed using minimum No. 14 AWG, stranded copper, type THHN/THWN conductors. Air handler shutdown and door control shall be wired with No. 14 AWG, stranded copper, type THHN/THWN conductors.
- E. Addressable signaling line circuits (SLC) shall be NFPA Class A with no "T" taps. SLC's shall be wired per the manufacturer's published recommendations and requirements. Addressable loop (signaling line) circuits shall be wired with type FPL/FPLR/FPLP fire alarm cable, No. 18 AWG minimum, low capacitance, twisted unshielded copper conductors. Each must have a minimum of 20% spare addresses, for future use. Individual loops are permitted to cover more than 1 floor of a building, if shown on the drawings. Splices shall not be permitted other than at device terminal blocks or on terminal blocks in cabinets. "Wire nuts" and crimp splices will not be permitted. Shielded cable is permitted to be used if required by the manufacturer.
- F. All junction boxes shall be painted red.
- G. Color coding shall be as follows:
  1. Alarm notification appliance circuits – Blue (+) / Black (-)
  2. AHU Shutdown circuits – Yellow (+) / Brown (-)
  3. Door Control Circuits – Orange
  4. Addressable signaling circuits – Red (+) / Black (-) with red overall jacket.

For expansion or rework of new systems, the color-coding shall match the existing color codes.

- H. Make addressable connections with supervised interface device to the following devices and systems. Install interface device less than 36 inch from device controlled.

1. Alarm-initiating connection to smoke-control system (smoke purge) at firefighters' smoke-control system panel.
2. Smoke dampers in air ducts of designated HVAC duct systems.
3. Magnetically held-open doors.
4. Alarm-initiating connection to activate emergency shutoffs for gas and fuel supplies.
5. Supervisory connections at valve supervisory switches.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
  1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.
- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 EQUIPMENT INSTALLATION**

- A. Comply with NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install all electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
  1. Devices placed in service before all other trades have completed cleanup shall be replaced.
  2. Devices installed but not yet placed in service shall be protected from construction dust, debris, dirt, moisture, and damage according to manufacturer's written storage instructions.
  3. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
  4. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  5. Install anchor bolts to elevations required for proper attachment to supported equipment.
  6. Do not locate addressable modules in unconditioned spaces.
- B. Install wall-mounted equipment, with tops of cabinets not more than 78 inches above the finished floor.
- C. Manual Fire-Alarm Boxes:
  1. Install manual fire-alarm box in the normal path of egress within 60 inches of the exit doorway.
  2. Mount manual fire-alarm box on a background of a contrasting color.
  3. The operable part of manual fire-alarm box shall be between 42 inches and 48 inches above floor level. All devices shall be mounted at the same height unless otherwise indicated.
- D. Smoke- or Heat-Detector Spacing:
  1. Comply with the "Smoke-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for smoke-detector spacing.

2. Comply with the "Heat-Sensing Fire Detectors" section in the "Initiating Devices" chapter in NFPA 72, for heat-detector spacing.
  3. Smooth ceiling spacing shall not exceed 30 feet.
  4. Spacing of detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas shall be determined according to Annex A in NFPA 72.
  5. HVAC: Locate detectors not closer than 36 inches from air-supply diffuser or return-air opening.
  6. Lighting Fixtures: Locate detectors not closer than 12 inches from any part of a lighting fixture and not directly above pendant mounted or indirect lighting.
- E. Install a cover on each smoke detector that is not placed in service during construction. Cover shall remain in place except during system testing. Remove cover prior to system turnover.
- F. Duct Smoke Detectors: Comply with NFPA 72 and NFPA 90A. Install sampling tubes so they extend the full width of duct. Tubes more than 36 inches long shall be supported at both ends.
1. Do not install smoke detector in duct smoke-detector housing during construction. Install detector only during system testing and prior to system turnover.
- G. Remote Status and Alarm Indicators: Install in a visible location near each smoke detector that is not readily visible from normal viewing position.
- H. Audible Alarm-Indicating Devices: Install not less than 6 inches below the ceiling. Install horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- I. Visible Alarm-Indicating Devices: Install adjacent to each alarm horn and at least 6 inches below the ceiling. Install all devices at the same height unless otherwise indicated.
- J. Device Location-Indicating Lights: Locate in public space near the device they monitor.
- K. Install label on battery to read date of installation and date of manufacture.

### **3.3 CONNECTIONS**

- A. For fire-protection systems related to doors in fire-rated walls and partitions and to doors in smoke partitions. Connect hardware and devices to fire-alarm system.
1. Verify that hardware and devices are NCBC approved third party listed for use with installed fire-alarm system before making connections.
- B. Make addressable connections with a supervised interface device to the following devices and systems. Install the interface device less than 36 inches from the device controlled. Make an addressable confirmation connection when such feedback is available at the device or system being controlled.
1. Alarm-initiating connection to smoke-control system (smoke management) at firefighters' smoke-control system panel.
  2. Smoke dampers in air ducts of designated HVAC duct systems.
  3. Magnetically held-open doors.
  4. Supervisory connections at valve supervisory switches.

### **3.4 IDENTIFICATION**

- A. Identify system components, wiring, cabling, and terminals.

- B. Install framed instructions in a location visible from fire-alarm control unit.

### 3.5 GROUNDING

- A. Ground fire-alarm control unit and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.

### 3.6 FIELD QUALITY CONTROL

- A. Field tests shall be witnessed by authorities having jurisdiction.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
- D. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
  - 1. Visual Inspection: Conduct visual inspection prior to testing.
    - a. Inspection shall be based on completed record Drawings and system documentation that is required by the "Completion Documents, Preparation" table in the "Documentation" section of the "Fundamentals" chapter in NFPA 72.
    - b. Comply with the "Visual Inspection Frequencies" table in the "Inspection" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72; retain the "Initial/Reacceptance" column and list only the installed components.
  - 2. System Testing: Comply with the "Test Methods" table in the "Testing" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
  - 3. Test audible appliances for the public operating mode according to manufacturer's written instructions. Perform the test using a portable sound-level meter complying with Type 2 requirements in ANSI S1.4.
  - 4. Test audible appliances for the private operating mode according to manufacturer's written instructions.
  - 5. Test visible appliances for the public operating mode according to manufacturer's written instructions.
  - 6. Factory-authorized service representative shall prepare the "Fire Alarm System Record of Completion" in the "Documentation" section of the "Fundamentals" chapter in NFPA 72 and the "Inspection and Testing Form" in the "Records" section of the "Inspection, Testing and Maintenance" chapter in NFPA 72.
  - 7. The person that programmed the system shall be present for the final inspection.
  - 8. Provide copies of battery and voltage drop calculations at the final inspection.
- E. Pre-final inspection: The Contractor and Manufacturer's authorized installer will conduct 100% full system test in the presence of the Owner and the Designer.
- F. Final Inspection: The Fire Alarm Contractor's technician that programmed the system, shall be present on the day of the AHJ and SCO inspection(s). The fire alarm system will be inspected, with portions of it functionally tested. Use synthetic smoke to simulate smoke for testing detectors, as well as functionally testing the system interface with building controls, fire extinguishing systems and any off premises supervising station. Operation of any smoke removal system will be checked as instructed by the AHJ. This statistical (sampling) inspection is intended to assure that the contractor has properly installed the system and performed the 100% operational test as required by NFPA 72. The electrical contractor shall provide two-way radios, ladders, keys for resetting and other equipment, and any other

materials needed for testing the system, including a suitable smoke source. The contractor shall verify the voltage drop of each NAC circuit by testing and recording the voltage at the origin and at the EOL for each NAC circuit, under battery power only. Prior to conducting these tests, the contractor shall verify the candela settings of all strobes. Provide documentation of these tests at the SCO final inspection.

- G. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- H. Prepare test and inspection reports.
- I. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- J. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

### **3.7 DEMONSTRATION**

- A. The manufacturer's authorized representative must instruct the owner's designated employees in operation of the system, and in all required periodic maintenance. A minimum of 8 hours on-site time will be allocated for this purpose and, for those facilities operating on a 24-hour basis (prisons, hospitals, etc.) one additional hour of instruction will be individually provided for the 2nd and 3rd shift. The training shall be video recorded and digital copies shall be provided to the owner. Two copies of a written, bound summary will be provided, for future reference.
- B. Some facilities maintain their own systems and require more in-depth training. Check to verify needs and requirements.
- C. Scheduling of training must be arranged to meet the Owner's schedule. Additional training shall be available at a cost to be mutually agreed upon by the Owner and the Contractor.
- D. Training shall be in the Owner's provided location.
- E. The training may not be waived, deleted, or reduced in the number of hours required.
- F. Training shall cover as minimum the following topics:
  - 1. Preventive maintenance service techniques and schedules, including historical data trending of alarm and trouble records.
  - 2. Overall system concepts, capabilities, and functions. Training shall be in depth, so that the owner shall be able to take any device out of service and return any device to service without need of Manufacturer's approval or assistance.
  - 3. Explanation of all control functions, including training to program and operate the system software.
  - 4. Methods and means of troubleshooting and replacement of all field wiring devices.
  - 5. Methods and procedures for troubleshooting the main fire alarm control panel, including field peripheral devices as to programming, bussing systems, internal panel and unit wiring, circuitry and interconnections.
  - 6. Manuals, drawings, and technical documentation. Actual system software used for training shall be provided in digital form and shall be left with the Owner at the completion of training for the Owner's use in the future.

7. The training schedule shall be coordinated with the owner. A written competency test must be submitted to the engineer and to the owner as a sample prior to using the written competency test at the site. A written description of a hands-on test shall be provided to the engineer and owner for review prior to using the test at the site. As a minimum the following tests shall occur during certification of the owner's employee.
  - a. Three smoke heads shall be taken offline at the panel and removed physically.
  - b. Three smoke heads shall be reinstalled and returned to service at the fire alarm panel.
  - c. The vendor shall provide three dirty smoke detector heads to be installed at various positions in the building. The owner shall print a sensitivity report and the employees shall find the "dirty" smoke detector heads by reviewing the sensitivity report.
  - d. A ground fault and an isolation problem shall be introduced by the vendor into the system. The employees shall then find the ground fault and the isolation problem.
  - e. An NFPA 72 "Record of Completion" form shall be provided, and the employees shall fill out the forms which shall be checked by the vendor for proper use of the form.
  - f. The vendors shall witness the owner's "trained" employees, train other employees and correct any mistakes made during the training session.

**END OF SECTION 28 4621.11**



# FORM OF PROPOSAL

**Department of Public Safety – Central Engineering**  
**Nash Correctional Institution**  
**SCO #22-24604-01A**

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the

***State of North Carolina through the Department of Public Safety -Central Engineering***

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

**Nash CI: Replace Fire Alarm System in Four Single Cell Units Project**

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the State of North Carolina, and the

***Department of Public Safety – Central Engineering***

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

**SINGLE PRIME CONTRACT:**

Base Bid: \_\_\_\_\_ Dollars (\$)\_\_\_\_\_

General Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

Plumbing Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

Mechanical Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

Electrical Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

**ALTERNATES (Not Used):**

**UNIT PRICES**

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

**GENERAL CONTRACT:**

No. [1] - Remove and replacement Fire Alarm Detectors.

Total ADD/ Deduct: \_\_\_\_\_ Unit Price (\$)\_\_\_\_\_

No. [2] remove and replace Fire Alarm Initiating and Control devices

Total ADD/ Deduct:\_\_\_\_\_ Unit Price (\$)\_\_\_\_\_

No. [3] remove and replace Fire Alarm Notification devices

Total ADD/ Deduct:\_\_\_\_\_ Unit Price (\$)\_\_\_\_\_

No. [4] Remove and replace Low Voltage Wiring

Total ADD/ Deduct:\_\_\_\_\_ Unit Price (\$)\_\_\_\_\_

No. [5] Removal and replace Conduit and Boxes

Total ADD/ Deduct:\_\_\_\_\_ Unit Price (\$)\_\_\_\_\_

No. [6] Removal and replace Fiber Optic Cable and Connections

Total ADD/ Deduct:\_\_\_\_\_ Unit Price (\$)\_\_\_\_\_

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

**MINORITY BUSINESS PARTICIPATION REQUIREMENTS**

*Provide with the bid* - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

**NOTE:** A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

*After the bid opening* - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An 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 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

**\* OR \***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations

and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

## Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

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

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

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

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

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 8 \_\_\_\_\_



# 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.

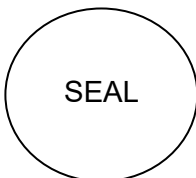
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

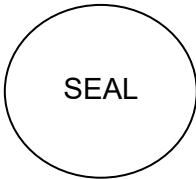
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

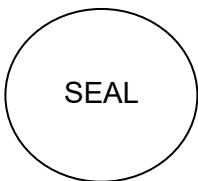
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* 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.

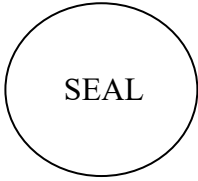


The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

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 \_\_\_\_\_

**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**

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

\_\_\_\_\_ as principal, and \_\_\_\_\_, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina\* through \_\_\_\_\_ as obligee, in the penal sum of \_\_\_\_\_ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_ 20\_\_

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

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

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

**FORM OF CONSTRUCTION CONTRACT**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_

hereinafter called the Party of the First Part and the State of North Carolina, through the Department of Public Safety – Central Engineering

\_\_\_\_\_ hereinafter called the Party of the Second Part.

**WITNESSETH:**

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

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

\_\_\_\_\_  
Nash CI: Replace Obsolete Fire Alarm System in Four Single Cell Units

Consisting of the following sheets:

\_\_\_\_\_  
Drawings and Specifications

Dated: \_\_\_\_\_ and the following addenda:

Addendum No \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within \_\_\_\_\_ consecutive calendar days

from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

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

\_\_\_\_\_ (\$ \_\_\_\_\_).

Summary of Contract Award:

Base Bid: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

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

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

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

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

Date: \_\_\_\_\_

Attest: (Corporation)

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

The State of North Carolina through

(CORPORATE SEAL)

North Carolina Department of Public Safety  
Central Engineering  
\_\_\_\_\_

Witness:

\_\_\_\_\_

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

Jeffrey O'Briant, PE, PLS

Title: Director of Engineering

Date: \_\_\_\_\_

## FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_  
Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting  
Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Project

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

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

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

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

Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

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

Attest: (Corporation)

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

\_\_\_\_\_

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Surety Company)

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

Title: \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)



**FORM OF PAYMENT BOND**

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting  
Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Project \_\_\_\_\_

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

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

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

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

Executed in \_\_\_\_\_ counterparts.

Witness:

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

Attest: (Corporation)

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Witness:

\_\_\_\_\_

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

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

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

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

Title \_\_\_\_\_  
(Owner, Partner, or Corp. Pres. or Vice  
Pres. only)

\_\_\_\_\_  
(Surety Company)

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

Title: \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)

# Sheet for Attaching Power of Attorney

# Sheet for Attaching Insurance Certificates