

PROJECT MANUAL FOR:

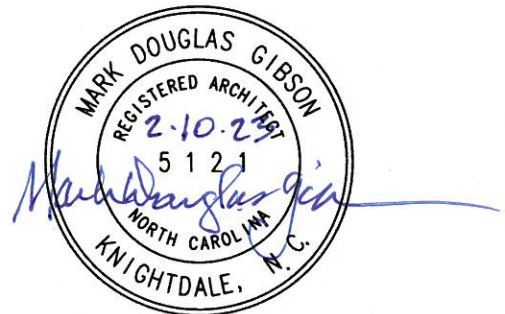
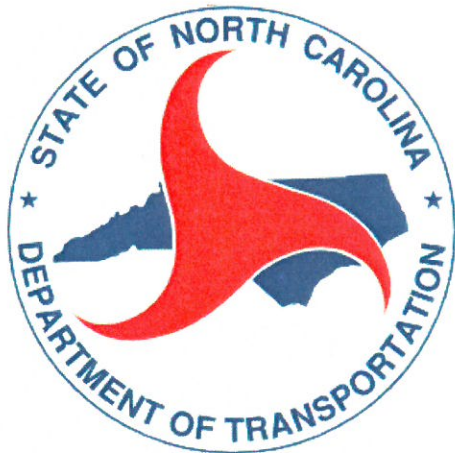
Workstation Upfit for NCDMV IRP Office

1425 ROCK QUARRY ROAD
RALEIGH, NORTH CAROLINA 27610

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Architect:

FACILITIES DESIGN
NCDOT FACILITIES MAINTENANCE UNIT
1 SOUTH WILMINGTON STREET
RALEIGH, NORTH CAROLINA 27601



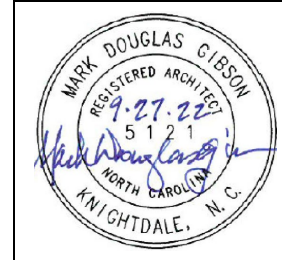
February 10, 2023

SET NO. _____

PROJECT: Workstation Upfit for NCDMV IRP Office
Raleigh, North Carolina

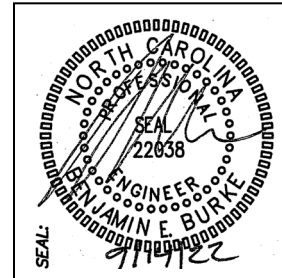
OWNER: North Carolina Department of Transportation

ARCHITECT: NCDOT Facilities Design Unit,
1 S. Wilmington Street
Raleigh, NC 27601
(919) 707-4550
Mark D. Gibson, RA



**PLUMBING,
MECHANICAL, &
ELECTRICAL:**

Burke Design Group, PA
3305 Durham Drive, Suite 109
Raleigh, NC 27603
(919) 771-1916
Benjamin E. Burke, PE



**WORKSTATION UPFIT FOR NCDMV IRP OFFICE
RALEIGH, NC**

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**WORKSTATION UPFIT FOR NCDMV IRP OFFICE
RALEIGH, NC**

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**WORKSTATION UPFIT FOR NCDMV IRP OFFICE
RALEIGH, NC**

ADVERTISEMENT FOR BIDS

Sealed proposals will be received until

2:00 PM on Tuesday, March 28, 2023,

in the NCDOT Facilities Management Conference Room (Room 410), NCDOT Highways Building, 1 South Wilmington Street, Raleigh, North Carolina 27601 for the construction of

Workstation Upfit for NCDMV IRP Office, Raleigh, NC

at which time and place bids will be opened and read.

A **MANDATORY Pre-Bid Meeting** will be held on

Tuesday, February 28, 2023 at 2:00 PM in the NCDOT Facilities Management Conference Room (Room 410), NCDOT Highways Building, 1 South Wilmington Street, Raleigh, North Carolina 27601. Site visits may be arranged during the bidding period by contacting the Architect.

Complete plans and specifications for this project may be obtained from

**MARK D. GIBSON RA,
NCDOT FACILITIES DESIGN UNIT
1 SOUTH WILMINGTON STREET,
RALEIGH, NORTH CAROLINA 27601
OR
1525 MAIL SERVICE CENTER,
RALEIGH, NC 27699-1525**

during normal office hours: Plan Deposit \$100.00 per printed set; or by free download at

https://connect.ncdot.gov/letting/Pages/Letting-List.aspx?let_type=5&let_status=Advertised

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

Signed:_____
Michael D. Mountcastle PE
Director, Facilities Management Unit
North Carolina Department of Transportation
1525 Mail Service Center
Raleigh, NC 27699-1525

WORKSTATION UPFIT FOR NCDMV IRP OFFICE RALEIGH, NC

NOTICE TO BIDDERS

Sealed proposals will be received by Mark D. Gibson RA, NCDOT, in the NCDOT Facilities Management Conference Room, (Room 410) NCDOT Highways Building, 1 South Wilmington Street, Raleigh, North Carolina 27601 up to **2:00 PM** for Single Prime bids on **Tuesday, March 28, 2023**, and immediately thereafter publicly opened and read for the furnishing of labor, material, and equipment entering into the construction of the **Workstation Upfit for NCDMV IRP Office** at 1425 Rock Quarry Road, Raleigh, NC 27610.

The project consists of reconfiguration of demountable and stud/gypsum wall board walls and associated minor plumbing, mechanical, and electrical work. New interior window, doors, frames, and hardware, painting of new gypsum wall board, and new carpet throughout are included in this contract. Electrical work includes final connection of new workstations which are provided by separate contract.

Bids will be received as a Single Prime Contract, combined bid for all work as defined in the construction documents. All proposals shall be lump sum.

Pre-Bid Meeting

An open **MANDATORY Pre-Bid Meeting** will be held on **Tuesday, February 28, 2023 at 2:00 PM** in the NCDOT Facilities Management Conference Room, (Room 410) NCDOT Highways Building, 1 South Wilmington Street, Raleigh, North Carolina 27601. Any preferred brand alternates and their performance standards that the owner will consider for approval on this project will be identified.

PLANS and SPECIFICATIONS WILL BE AVAILABLE IN PAPER FORMAT FOR A COST OF \$100.00 PER SET. Contact Mark D. Gibson RA at the address or telephone number below. Complete plans, specifications, and contract documents will also be posted in .pdf format at the following web addresses:

https://connect.ncdot.gov/letting/Pages/Letting-List.aspx?let_type=5&let_status=Advertised

Firms bidding this project are not required to be Prequalified by NCDOT.

All questions during the Bid Period shall be directed to the Architect, Mr. Mark D. Gibson RA, in the form of a written RFI, via e-mail: mdgibson1@ncdot.gov. **ALL DOCUMENTATION, DURING THE BID PERIOD, WILL BE POSTED ON THE WEBSITE.** IT IS THE RESPONSIBILITY OF ALL THOSE PARTICIPATING IN THE BID TO CHECK THE WEBSITE AT INTERVALS FOR ADDENDA, LIST OF REGISTERED GENERAL CONTRACTORS, ETC. THE LIST OF GENERAL CONTRACTORS ATTENDING THE MANDATORY PRE-BID WILL BE POSTED ON THE WEBSITE AFTER THE PREBID MEETING IN ADDENDUM NO. 1.

Digital documents will be available through the following plan rooms: *iSqFt* at www.isqft.com, (312-380-4782); *Dodge Data & Analytics* at www.construction.com (800-393-6343); *CMD Group* at www.cmdgroup.com, (312-380-4782); and in Minority Plan Room: the National Institute for Economic Development at www.TheInstituteNC.org, (919) 956-8889.

**WORKSTATION UPFIT FOR NCDMV IRP OFFICE
RALEIGH, NC**

NOTICE TO BIDDERS

NTB-1

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

All contractors are hereby notified that they must have the proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for Building Construction. A bid bond is required for this proposal.

Neither performance nor payment bonds are required for this project.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 30 days.

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

Architect:
Mark D. Gibson RA
Facilities Design Unit, NCDOT
1 South Wilmington Street
Raleigh, North Carolina 27601
(919) 707-4550

Owner:
Michael D. Mountcastle PE
Director
Facilities Management Unit, NCDOT
1 South Wilmington Street
Raleigh, North Carolina 27601
(919) 707-4552

NOTICE TO BIDDERS

NTB-2

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

FOR

*North Carolina Division of Motor Vehicles
Workstation Upfit for NCDMV IRP Office
1425 Rock Quarry Road, Raleigh, North Carolina 27610*

SCOPE OF WORK

The project consists of Demolition of select demountable partitions, doors, frames, windows, and carpet; Construction of new steel stud/drywall partitions, doors, frames, windows, carpet, painting, water fountain, and minor electrical work, including electrical connection of new workstations which are provided under separate contract.

NOTICE TO BIDDERS

Sealed bid for this work will be received by: *Mark D. Gibson RA, NCDOT Facilities Design Unit* in the NCDOT Facilities Management Conference Room (Room 410), NCDOT Highways Building
1 South Wilmington Street, Raleigh, North Carolina 27601.
Telephone: 910-467-0501; Fax: 910-346-8030.

up to **2:00 PM**, on **Tuesday, March 28, 2023** and immediately thereafter publicly opened and read aloud. Complete plans and specification and contract documents can be obtained from

**MARK D. GIBSON RA,
NCDOT FACILITIES DESIGN UNIT
1 SOUTH WILMINGTON STREET,
RALEIGH, NORTH CAROLINA 27601
Telephone: 919-707-4550; Email: mdgibson1@ncdot.gov**
OR
**1525 MAIL SERVICE CENTER,
RALEIGH, NC 27699-1525**

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for General Construction.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid: Attn: Mark D. Gibson RA**

*Workstation Upfit for NCDMV IRP Office, Raleigh, North Carolina
March 28, 2023
(Contractor Name)
(License Number)*

A **MANDATORY Pre-Bid Meeting** will be held on **Tuesday, February 28, 2023 at 2:00 PM** in the NCDOT Facilities Management Conference Room (Room 410), NCDOT Highways Building, 1 South Wilmington Street, Raleigh, North Carolina 27601. A site visit will be conducted after the Pre-Bid Meeting.

BID/ACCEPTANCE FORM

for

North Carolina Division of Motor Vehicles
Workstation Upfit for NCDMV IRP Office, Raleigh, North Carolina

We are in receipt of Addendum _____1 _____2 _____3 _____4

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with the State of North Carolina through the North Carolina Department of Transportation for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the State of North Carolina and the North Carolina Department of Transportation for the sum of:

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

ALLOWANCES: _____ **Dollars \$8,000.00** _____

Allowance No. 1:

Hardware at \$2,000.00 per each new door for four (4) doors shall be included in base bid.

Respectively submitted this _____ day of _____, 2023

(Contractor's Name)

Federal ID#: _____

By: _____

Witness: _____

Title: _____

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

(Proprietorship or Partnership)

Address: _____

Attest: *(corporation)*

Email Address: _____

(Corporate Seal)

By: _____ License #: _____

Title: _____

(Corporation, Secretary./Ass't Secretary.)

ACCEPTED by the STATE OF NORTH CAROLINA
through the

North Carolina Department of Transportation
(Agency/Institution)

Total amount accepted by the Owner, including base bid and bid alternates: _____

BY: _____ TITLE: _____

Date: _____

GENERAL CONDITIONS

1. GENERAL

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

2. DEFINITIONS

Owner: "Owner" shall mean, The State of North Carolina through the North Carolina Department of Transportation.

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

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

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

INTENT AND EXECUTION OF DOCUMENTS

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

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

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

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

5. SUBMITTAL DATA

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

6. SUBSTITUTIONS

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

Submittals for proposed substitutions shall include the following information:

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

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

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

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

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

8. MATERIALS, EQUIPMENT, EMPLOYEES

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

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

- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

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

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

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

All fire alarm work shall be in accordance with the latest State Construction Office (SCO) *Guidelines for Fire Alarm Installation* (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO *Guidelines for Fire Alarm Installation*.

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

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

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times, except as indicated in the Supplemental General Conditions.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other

materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.

- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- i. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 13(b).
- j. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

11. SUBCONTRACTS AND SUBCONTRACTORS

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

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

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

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order from the designer, countersigned by the owner

authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
1. The actual costs of materials and supplies incorporated or consumed as part of the work;
 2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

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

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. The contractor will provide such proposal and supporting_data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed_by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within seven (7) days of receipt.

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

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

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

14. ANNULMENT OF CONTRACT

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

contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety (if applicable). In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety (if applicable) shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

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

16. OWNER'S RIGHT TO DO WORK

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

17. REQUESTS FOR PAYMENT

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

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

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.

2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

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

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

18. PAYMENTS WITHHELD

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

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

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

19. MINIMUM INSURANCE REQUIREMENTS

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

a. Worker's Compensation and Employer's Liability

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

b. Public Liability and Property Damage

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property

damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

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

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

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

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

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

d. **Deductible**

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

e. **Other Insurance**

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

f. **Proof of Carriage**

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

20. ASSIGNMENT

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

21. CLEANING UP AND RESTORATION OF SITE

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

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

22. GUARANTEE

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

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

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

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

23. STANDARDS

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

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

24. TAXES

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

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

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

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

delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

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

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

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

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

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

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

25. EQUAL OPPORTUNITY CLAUSE

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

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

26. MINORITY BUSINESS PARTICIPATION

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

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

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

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for

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

28. GOVERNING LAWS

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

29. CONTRACTOR EVALUATION

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

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within 120 consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of Five Hundred 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 any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents.

CONSTRUCTION SCHEDULE:

Contractor shall submit Construction Schedule for Architect's approval and shall revise schedule as requested to reflect changes in contract time.

UTILITIES

On-site power and water utilities are available for the Contractor's use.

TOILET FACILITIES

Contractor may use the tenant's facilities for his workers; however, the Contractor shall maintain said facilities in a clean condition and shall return facilities to original condition at project's end. The Contractor shall not dispose of construction waste materials in tenant's facilities.

SECURITY

Coordinate construction operations with the Owner's representative to comply with on-site security requirements.

USE OF SITE

Normal work hours shall be 7:00 AM through 6:00 PM Monday through Friday. Extended work hours and other site access issues may be negotiated after award of the contract.

NO SMOKING POLICY

Smoking is not permitted on the property.

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 the North Carolina Department of Transportation 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 _____, 2023

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

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

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

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

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

SECTION A: INTENT

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

SECTION B: DEFINITIONS

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

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

SECTION C: RESPONSIBILITIES

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

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

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

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

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

2. State Construction Office

The State Construction Office will be responsible for the following:

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

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

3. Owner

Before awarding a contract, owner shall do the following:

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

4. Designer

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

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

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

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

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

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

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

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

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

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

6. Minority Business Responsibilities

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

SECTION 4: DISPUTE PROCEDURES

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

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

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

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

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

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

OR

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

OR

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

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

MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

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

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

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work Type

*Minority Category

**HUB Certified (Y/N)

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*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.**

The total value of minority business contracting will be (\$)_____.

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:

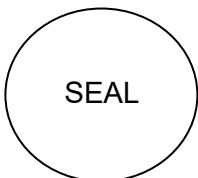
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 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 _____, 2023
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 for the

WORKSTATION UPFIT FOR NCDMV IRP OFFICE, RALEIGH, NORTH CAROLINA.

(Project Name)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of 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

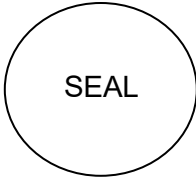
The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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 _____, 2023

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)

WORKSTATION UPFIT FOR NCDMV IRP OFFICE, RALEIGH, NORTH CAROLINA
 (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

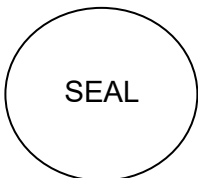
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** 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 _____, 2023

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)
WORKSTATION UPFIT FOR NCDMV IRP OFFICE, RALEIGH, NORTH CAROLINA
 (Project Name)

Project ID# _____ Amount of Bid \$ _____

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

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

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

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

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

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

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

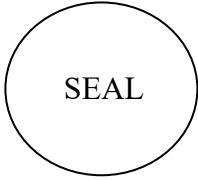
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public _____

My commission expires _____

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

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

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

State of North Carolina through the North Carolina Department of Transportation

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

This _____ day of _____, 2023

Signed _____
Budget Officer

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Workstation Upfit for NCDMV IRP Office, Raleigh, North Carolina.
- B. Owner's Name: State of North Carolina, through the North Carolina Department of Transportation.
- C. Architect's Name: Facilities Design Unit, NCDOT (Mark D. Gibson, RA).
- D. The Project consists of the following work:
 - 1. Demolition of selected demountable walls, doors, frames, and windows;
 - 2. New steel stud / gypsum wall board walls and relocated demountable walls;
 - 3. New and relocated doors, frames, and hardware;
 - 4. Electrical work as required for new walls and new workstations;
 - 5. Demolition of existing non-compliant water fountain and installation of new compliant water fountains;
 - 6. New carpet throughout;
 - 7. Ceiling repair as required;
 - 8. Paint all wall surfaces and new hollow metal door and window frames.
- E. Work not in Contract: Workstations shall be provided under separate Contract.
- F. Office location: 1425 Rock Quarry Road, Raleigh, North Carolina 27610.
- G. Local permits shall be obtained and fees paid by Contractor.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Single prime contract based on a Lump Sum Price.

1.03 OWNER OCCUPANCY

- A. NCDMV intends to occupy the Project upon Final Acceptance.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. No work may take place outside of the designated work areas except as indicated or as approved. Project-related operations shall occur outside as negotiated with the building Owner.
- B. Construction hours: Work shall occur between the hours of 7:00 AM and 6:00 PM Monday through Saturday or as permitted by Owner. No work shall occur on Sundays.
- C. Utility Outages and Shutdown:
 - 1. Clearly identify existing utilities in areas to be disturbed. Avoid disruption of existing site utilities without Owner's concurrence and cooperation.
 - 2. Do not permit utility outages to affect areas beyond the designated tenant space.

1.05 WORK SEQUENCE

- A. Work Area
 - 1. Identify and cordon off work areas; maintain construction warning devices throughout construction period for safety of workers and other tenants; maintain site security. Contractor shall be responsible for securing access to site.

B. Demolition

1. Perform demolition work as required; minimize dust, debris, and noise; remove debris daily from premises; thoroughly clean work area daily and at completion of demolition work.
2. Dispose of demolition debris in strict accordance with governing authorities.
3. No asbestos containing materials or lead-based paint has been identified in this tenant space.

C. Construction

1. Perform work as specified and as indicated on drawings.
2. At end of construction, clean work area to occupiable condition.
3. Finish area to its final design state.
3. Remove all construction debris from site to acceptable disposal location.

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 01 2200 - Unit Prices: Monetary values of unit prices, payment, and modification procedures relating to unit prices.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- E. Revise schedule to list approved Change Orders with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Forms to be used: AIA G702 and G703.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for materials stored on-site.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit each Application for Payment electronically to the Architect.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide data with cover letter electronically. Provide hard copy to Architect if requested. Show application number, date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any

overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within seven (7) days.

- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- F. Execution of Change Orders: Architect will log Change Orders into State Construction's Interscope system for approval by the appropriate parties.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash allowances.

1.02 RELATED REQUIREMENTS

- A. Section 012000 - Price and Payment Procedures: Additional payment and modification procedures.
- B. Section 08 1213 - Hollow Metal Frames: Frames for non-fire-rated doors.
- C. Section 08 1416 - Flush Wood Doors: Commercial, non-fire-rated, solid-core wood doors.

1.03 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts; delivery to Contractor; installation.

1.04 ALLOWANCES SCHEDULE

- A. See Section 08 1416 - Flush Wood Doors: Include the stipulated sum of \$2,000.00 per door for a total of four (4) doors for purchase, delivery, and installation of Door Hardware.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Contractor's daily reports.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. General Conditions: Dates for applications for payment.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 7800 - Closeout Submittals: Project record documents.
- D. North Carolina Department of Administration, State Construction Office: State Construction Manual, November, 2016; www.nc-sco.com.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Subcontractors.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
 - 8. Use of premises by Owner and Contractor.
 - 9. Owner's requirements and occupancy prior to completion.
 - 10. Construction facilities and controls provided by Owner.
 - 11. Temporary utilities provided by Owner.
 - 12. Survey and building layout.
 - 13. Security and housekeeping procedures.
 - 14. Schedules.

15. Application for payment procedures.
 16. Procedures for testing.
 17. Procedures for maintaining record documents.
 18. Requirements for start-up of equipment.
 19. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Special Consultants.
 5. Contractor's Superintendent.
 6. Major Subcontractors.
 7. Other parties whose work is to be discussed and/or coordinated.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede or will impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Maintenance of quality and work standards.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to Work.
- D. Architect will record minutes and distribute copies within two days after meeting to Owner, Contractor, SCO monitor, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 calendar days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 60 calendar days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within ten (10) calendar days.
- C. Within twenty (20) calendar days after review of preliminary schedule, submit draft of proposed complete schedule for review.
1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within ten (10) calendar days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.05 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.

- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
 - 1. Date:
 - 2. High and low temperatures, and general weather conditions.
 - 3. List of subcontractors at Project site.
 - 4. Approximate count of personnel at Project site.
 - a. Include a breakdown for Supervisors, Laborers, Journeymen, Equipment Operators, and Helpers.
 - 5. Material deliveries.
 - 6. Safety, environmental, or industrial relations incidents.
 - 7. Meetings and significant decisions.
 - 8. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
 - 9. Meter readings and similar recordings.
 - 10. Emergency procedures.
 - 11. Change Orders received and implemented.
 - 12. Testing and/or inspections performed.
 - 13. List of verbal instruction given by Owner and/or Architect.
 - 14. Signature of Contractor's authorized representative.

3.06 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.07 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for purposes of record documentation described in Section 01 7800 - Closeout Submittals.

3.08 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator for Owner. No action will be taken.

3.09 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Final Acceptance.
- B. Submit Final Correction Punch List for Final Acceptance.

- C. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated or required per State Construction. See State Construction Manual.
- D. Submit for Owner's benefit during and after project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.
- D. Per Architect's preference, appropriate submittals may be made electronically.

3.11 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow fifteen (15) calendar days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

END OF SECTION

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 RELATED SECTIONS

- A. Section 01 1000 - Summary.

1.03 REFERENCE STANDARDS

- A. M-H (CPM) - CPM in Construction Management - Project Management with CPM; O'Brien; 2006.

1.04 SUBMITTALS

- A. Within ten (10) calendar days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within ten (10) calendar days.
- C. Within twenty (20) calendar days after review of preliminary schedule, submit draft of proposed complete schedule for review.

1.05 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one year's minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.06 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction, including early start, late start, early finish, and late finish dates.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Indicate delivery dates for owner-furnished products.
- E. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- F. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Final Acceptance.
- F. Submit reports required to support recommended changes.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Testing agencies and services.
- C. Control of installation.
- D. Tolerances.
- E. Manufacturers' field services.
- F. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.

1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner's information.
 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.04 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ services of an independent testing agency to perform certain specified testing under a separate contract.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, and adjustment and balancing of equipment as applicable and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Field offices.

1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.03 TEMPORARY UTILITIES

- A. Tenant will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services as required at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Telephone Land Lines: One line, minimum; one handset per line.
 - 3. Internet Connections: Minimum of one; DSL modem or faster.

1.05 TEMPORARY SANITARY FACILITIES

- A. Contractor is permitted to use Tenant's sanitary facilities. At the Contractor's option, he may provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Contractor shall maintain the facilities he uses daily in clean and sanitary condition and shall at the end of the work return facilities to condition in which he found them.
- C. Contractor shall not use the site facilities for cleaning tools, disposing of materials, or any other activity that might cause damage or obstruction to the proper functioning of fixtures.

1.06 FIELD OFFICE

- A. Provide a temporary field office trailer appropriate for the purpose. The trailer shall be located in the parking area outside the tenant space.
- B. The field office shall accommodate a conference area suitable for up to twenty (20) persons at a table or tables.
- C. The Contractor shall maintain a full set of permitted design drawings and specifications as well as approved shop drawings, field orders, change orders, and other project related documents in the field office.

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades required by governing authorities for public rights-of-way and for public access to existing buildings and facilities.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.08 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.09 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- E. Areas for construction parking will be available within the site security fence as designated by the Owner.

1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material in safe location unless otherwise approved by the authorities having jurisdiction.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Final Inspection/Acceptance.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 – Summary.
- B. Section 01 4000 - Quality Requirements.

1.03 REFERENCE STANDARDS

- A. NEMA MG 1 - Motors and Generators; 2014.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials or equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made outside the United States, its territories, Canada, or Mexico, unless specifically permitted by individual specification sections.
 - 2. Made using or containing CFC's or HCFC's.
 - 3. Made of wood from newly cut old growth timber.
 - 4. Containing lead, cadmium, asbestos.
- C. Provide interchangeable components of the same manufacture for components being replaced.
- D. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

- E. Cord and Plug: Provide minimum 6-foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.
- F. The Architect/Engineer may reject as non-complying such materials and products that do not bear identification satisfactory to the Architect/Engineer as to manufacturer, grade, quality, and other pertinent information.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed after receipt of bids.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named not less than ten (10) calendar days prior to receipt of bids.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

2.05 MATERIALS SALVAGED FOR RE-USE

- A. Materials to be salvaged for re-use are indicated on the drawings.
- B. Carefully remove materials indicated to be re-used, and store in dry location clear of active construction work. Store off-site in secure location, if necessary, until ready for reinstallation in same manner as new materials.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Architect will consider requests for substitutions only within ten (10) calendar days before receipt of bids.
- B. Substitutions after contract award will be considered when a product, through no fault of the Contractor, becomes unavailable or unsuitable due to regulatory change.
 - 1. Submit request for Substitution for Cause within fourteen (14) calendar days of discovery of need for substitution, but not later than fourteen (14) calendar days prior to time required for review and approval by Architect.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- E. Substitution Submittal Procedure (after contract award):
 - 1. Submit request for substitution for consideration to Architect. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.

3. Architect will notify Contractor in writing of decision to accept or reject request.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review Owner reviewed shop drawings, product data, and samples.
 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 3. Handle, store, install and finish products.
 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- L. In the event of damage, promptly make replacements and repairs to the approval of the Architect/Engineer and at no additional cost to the Owner.
- M. Additional time required to secure replacements and to make repairs will not be considered by the Architect/Engineer to justify an extension in the contract time of completion.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 – Summary.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.
- B. North Carolina Department of Administration - State Construction Manual: latest edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
 - 4. Submit survey close-out documents per State Construction Office.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect.

- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State of North Carolina.

1.06 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling and running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Provide temporary measures such as berms, dikes, and drains, to prevent water flow per project drawings and specifications.
 - 2. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures per requirements of Owner's environmental inspectors.

1.07 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.

- D. Take field measurements before confirming product orders or beginning fabrication to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect at least four (4) calendar days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.
- J. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner at least seven (7) calendar days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

3.11 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.12 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.

- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by State Construction Office and other authorities.
- B. Accompany Architect on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's comprehensive list of items to be completed or corrected.
- C. Notify Architect when work is considered ready for Architect's Preliminary Final inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Preliminary Final inspection.
- E. Conduct Preliminary Final Inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List.
- G. Notify Architect when work is considered finally complete and ready for Architect's and State Construction Office's Final Inspection.
- H. Provide documentation to Architect as required by State Construction Office for project close-out.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders and General Conditions of the Contract and Supplementary General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit a digital copy of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and comment.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten (10) calendar days after Final Acceptance.
 - 3. Submit a digital copy of completed documents fifteen (15) calendar days prior to Final Inspection. This copy will be reviewed and returned after Final Inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final hard copy form within ten (10) days after Final Inspection/Acceptance.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) calendar days after Final Acceptance.
 - 2. Make other submittals within ten (10) calendar days after Date of Final Acceptance, prior to final Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.

- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- K. Include test and balancing reports.
- L. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as and identified by the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor, and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) calendar days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Final Acceptance is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

**SECTION 066510
SOLID SURFACE FABRICATIONS**

PART 1 — GENERAL

1.01 SUMMARY

- A. This Section includes the following horizontal and trim solid surface product types:
 - 1. Interior window sills and supports.

1.02 RELATED REQUIREMENTS

- A. Section 081416 – Flush Wood Doors.
- B. Section 088000 - Glazing: Glass and glazing accessories.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of other components that comprise the interior construction.

1.04 SUBMITTALS

- A. Product data: Provide manufacturer's product data for the following:
 - 1. Solid surface fabrications.
 - a. Window sills and stools.
 - b. Indicate material composition.
 - c. Provide color charts for Architect's selection.
- B. Shop Drawings: Provide scaled and dimensioned drawings indicating the following:
 - 1. Indicate location of each type of window sill and supports.
 - 2. Provide large scale details indicating the configuration of each type of window sill and stool.
Details shall be at a minimum scale of one-half (½) inch equals twelve (12) inches.
 - 2. Thicknesses of material.
 - 3. Method of attachment to substrate and other components required.
- C. Manufacturer's qualification statement.
- D. Installer's qualification statement.

1.05 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
 - 2. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience.
 - 3. Shop that employs skilled workers who custom fabricate products similar to those indicated.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver no components to project site until areas are ready for installation.
- B. Store components indoors prior to installation.
- C. Handle materials to prevent damage to finished surfaces.
 - 1. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

1.07 WARRANTY

- A. Provide manufacturer's warranty against defects in materials.
 - 1. Warranty shall provide material and labor to repair or replace defective materials.
 - 2. Damage caused by physical or chemical abuse or damage from excessive heat will not be warranted.
- B. Manufacturer's warranty period:

1. Ten years from date of substantial completion.

1.08 MAINTENANCE

- A. Provide maintenance requirements as specified by the manufacturer.

PART 2 — PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers:
 1. Subject to compliance with requirements, provide products by one of the following:
 - a. Du Pont Company; Corian®: www.corian.com.
 - b. Lotte Chemical USA; Staron: www.staron.com.
 - c. Wilsonart Engineered Surfaces; Wilsonart Solid Surface: www.wilsonartengineeredsurfaces.com.
- B. Substitutions:
 1. See Section 016000 - Product Requirements.

2.02 MATERIALS

- A. Solid polymer components
 1. Cast, nonporous, filled polymer, not coated, laminated or of composite construction with through body colors meeting ANSI Z124.3 or ANSI Z124.6, having minimum physical and performance properties specified.
 2. Superficial damage to a depth of 0.010 inch (.25 mm) shall be repairable by sanding and/or polishing.
- B. Thickness: 1/2 inch.

2.03 PERFORMANCE CHARACTERISTICS

- A. Tensile Strength: 6,000 psi per ASTM D 638.
- B. Tensile Modulus: 1.5 x 10⁶ psi per ASTM D 638.
- C. Tensile Elongation: 0.4% minimum per ASTM D 638.
- D. Flexural Strength: 10,000 psi per ASTM D 790.
- E. Flexural Modulus: 1.2 x 10⁶ psi per ASTM D 790.
- F. Hardness: >85 Rockwell "M" Scale per ASTM D 785.
- G. Flammability: Per ASTM E 84, NFPA 255, and UL 723:
 1. Flame Spread Index: <25.
 2. Smoke Developed Index <25.

2.04 ACCESSORIES

- A. Joint adhesive:
 1. Manufacturer's standard one- or two-part adhesive kit to create inconspicuous, nonporous joints.
- B. Sealant:
 1. Manufacturer's standard mildew-resistant, FDA-compliant, NSF 51-compliant (food zone — any type), UL-listed silicone sealant in colors matching components.

2.05 FACTORY FABRICATION

- A. Shop assembly
 1. Fabricate components to greatest extent practical to sizes and shapes indicated, in accordance with approved shop drawings and manufacturer's printed instructions and technical bulletins.
 2. Form joints between components using manufacturer's standard joint adhesive without conspicuous joints.
 3. Rout and finish component edges with clean, sharp returns.
 - a. Rout cutouts, radii and contours to template.

- b. Smooth edges.
- c. Repair or reject defective and inaccurate work.

PART 3 — EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install components plumb, level, and rigid, scribed to adjacent finishes in accordance with approved shop drawings and product data.
 - 1. Provide product in the largest pieces available.
 - 2. Exposed joints/seams shall not be allowed.
 - 3. Cut and finish component edges with clean, sharp returns.
 - 4. Rout radii and contours to template.
 - 5. Anchor securely to substrate or other supports.
 - 6. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
 - 7. Install sills with no more than 1/16-inch sag, bow or other variation from a straight line.

3.03 REPAIR

- A. Repair or replace damaged work which cannot be repaired to architect's satisfaction.

3.04 CLEANING AND PROTECTION

- A. Keep components clean during installation.
- B. Remove excess adhesives, sealants, and other stains.

END OF SECTION

**SECTION 081213
HOLLOW METAL FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal frames for non-hollow metal doors and for windows.

1.02 RELATED REQUIREMENTS

- A. Section 01 2100 – Allowances: Allowance for Door Hardware.
- B. Section 081416 - Flush Wood Doors: Non-hollow metal door for hollow metal frames.
- C. Section 088000 – Glazing.
- D. Section 099123 - Interior Painting: Field painting.

1.03 REFERENCE STANDARDS

- A. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for Windows, Doors, and Skylights 2017.
- B. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- C. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames 2020.
- D. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100) 2017.
- E. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames 2020.
- F. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable 2021a.
- G. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength 2018a.
- H. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames 2016.
- I. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- J. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames 2011.
- K. NAAMM HMMA 840 - Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames 2017.
- L. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames 2014.
- M. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames 2019.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.
- F. Manufacturer's qualification statement.

- G. Installer's qualification statement.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide hollow metal frames from SDI Certified manufacturer: <https://steeldoor.org/sdi-certified>.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with applicable requirements and in compliance with standards and/or custom guidelines as indicated.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Frames:
 - 1. Ceco Door, an Assa Abloy Group company; DQ Series Drywall Frame: www.assaabloydss.com.
 - 2. Curries, an Assa Abloy Group company; CM Series Frame: www.assaabloydss.com.
 - 3. Republic Doors, an Allegion brand; MH Series Drywall Frame: www.republicdoor.com.
 - 4. Steelcraft, an Allegion brand; DW Series Frame: www.allegion.com.
 - 5. Substitutions: See Section 016000 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Hollow Metal Frames: AAMA/WDMA/CSA 101/I.S.2/A440 requirements for specific frame type:
 - 1. Performance Class (PC): AW.
- B. Door Frame Type: Provide hollow metal door frames with equal rabbets.
- C. Window Frame Type: Provide hollow metal window frame with equal rabbets and continuous recess for glass unit, blocking, shims, and seals as indicated.
- D. Steel Sheet: Comply with one or more of the following requirements: galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
- E. Accessibility: Comply with ICC A117.1 and ADA Standards.
- F. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior frame that is also indicated as being sound-rated must comply with the requirements specified for exterior frames and for sound-rated frames; where two requirements conflict, comply with the most stringent.
- G. Hardware Preparations, Selections and Locations: Comply with BHMA A156.115, NAAMM HMMA 830, NAAMM HMMA 831 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

2.03 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

2.04 ACCESSORIES

- A. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.

2.05 PREPARATION

- A. Prepare door frames in factory for hardware and for Tenant's security devices using hardware manufacturers' templates. Tenant will provide necessary information for preparation of frames for Tenant's security hardware in the form of templates or other appropriate data.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 INSTALLATION

- A. Install frames in accordance with manufacturer's instructions and related requirements of specified frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Install door hardware as specified in Section 087100.
 - 1. Comply with recommended practice for hardware placement of doors and frames in accordance with ANSI/SDI A250.6 or NAAMM HMMA 861.
- D. Coordinate installation of electrical connections to electrical hardware items.
- E. Touch up damaged factory finishes.

3.03 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch (1.5 mm) measured with straight edges, crossed corner to corner.

END OF SECTION

**SECTION 081416
FLUSH WOOD DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush wood doors; flush and flush glazed configuration; non-rated.

1.02 RELATED REQUIREMENTS

- A. Section 088000 - Glazing.
- B. Section 099123 - Interior Painting: Field finishing of doors.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ASTM F476 - Standard Test Methods for Security of Swinging Door Assemblies 2014.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition 2014, with Errata (2016).
- D. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards 2021, with Errata.
- E. BHMA A156.2 - Bored and Preassembled Locks and Latches 2017.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
 - 1. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- D. Samples: Submit two samples of door veneer, 12 inches by 12 inches in size illustrating wood grain, stain color, and sheen.
- E. Warranty, executed in Owner's name.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic; do not store in damp or wet areas or areas where sunlight might bleach veneer; seal top and bottom edges with tinted sealer if stored more than one week, and break seal on site to permit ventilation.

1.07 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
 - 1. Masonite Architectural; Cendura Series Doors: www.architectural.masonite.com.

2. Oregon Door; Architectural Series: www.oregondoors.com.
3. Oshkosh Door Company; Architectural Flush Wood Doors: www.info@oshkoshdoor.com.
4. VT Industries, Inc; Heritage Collection: www.vtindustries.com.
5. Substitutions: See Section 016000 - Product Requirements.

2.02 DOORS AND PANELS

- A. Doors: See drawings for locations and additional requirements.
 1. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; flush construction.
 1. Provide solid core doors at each location.
 2. Wood veneer facing with factory opaque finish.

2.03 DOOR AND PANEL CORES

- A. Non-Rated Solid Core Doors: Type particleboard core (PC), plies and faces as indicated.

2.04 DOOR FACINGS

- A. Veneer Facing for Transparent Finish: Red oak, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.
 1. Vertical Edges: Any option allowed by quality standard for grade.
- B. Facing Adhesive: Type I - waterproof.

2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
 1. Provide solid blocks at lock edge for hardware reinforcement.
 2. Provide solid blocking for other throughbolted hardware.
- C. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
 1. Exception: Doors to be field finished.
- F. Provide edge clearances in accordance with the quality standard specified.

2.06 FINISHES - WOOD VENEER DOORS

- A. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
 1. Transparent:
 - a. System - 9, UV Curable, Acrylated Epoxy, Polyester or Urethane.
 - b. Stain: As selected by Architect.
 - c. Sheen: Flat.
- B. Factory finish doors in accordance with approved sample.
- C. Seal door top edge with color sealer to match door facing.

2.07 ACCESSORIES

- A. Door Window Frames: Door window frames with glazing securely fastened within door opening.
 1. Size: As indicated on drawings.
 2. Glazing: 1/4 inch (6.4 mm) thick, tempered glass, in compliance with requirements of authorities having jurisdiction.

- B. Glazing: See Section 08 8000.
- C. Glazing Stops: Wood, of same species as door facing, mitered corners; prepared for countersink style tamper proof screws.

2.08 HARDWARE

- A. Hardware shall be provided by Allowance. Allowance shall include all costs associated with purchase and installation of hardware.
- B. Provide the following door hardware:
 - 1. 1-1/2 pair butt hinges for each door; Heavy-duty, 5 knuckle; US32D finish.
 - 2. Mortise locksets with lever handle; US32D finish; compatible with Tenant's electric security devices (for Doors 1, 4, and 7).
 - 3. Mortise lockset with lever handle; Office function; US32D finish (Door 2).
 - 4. Closers; Heavy-Duty surface-mounted, parallel arm; match finish of locksets.
 - 5. Cylinders: Mortise type; accommodate 7-pin interchangeable cores manufactured by Best.
 - 6. Electric strikes for Doors 1, 4, and 7: Tenant will provide card readers.
 - 7. Silencers: Black Rubber; 3 per single door.

2.09 PREPARATION

- A. Shop-prepare doors to accept hardware using manufacturers' templates. Accurately match to hollow metal door frames. Prepare doors to receive Tenant's security hardware.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.

3.03 TOLERANCES

- A. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust doors for proper operation of security devices.
- C. Adjust closers for full closure and latching.

END OF SECTION

**SECTION 088000
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glazing units.
- B. Glazing accessories.

1.02 RELATED REQUIREMENTS

- A. Section 081213 – Hollow Metal Frames: Hollow metal window frames.
- B. Section 081416 - Flush Wood Doors: Glazed lites in doors.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test 2015 (Reaffirmed 2020).
- C. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers 2005 (Reapproved 2019).
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass 2018.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data on Glazing Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Certificate: Certify that products of this section meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F (4 degrees C).
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Float Glass Manufacturers:
 - 1. Guardian Glass, LLC: www.guardianglass.com.
 - 2. Pilkington North America Inc: www.pilkington.com/na.
 - 3. Saint Gobain North America: www.saint-gobain.com.
 - 4. Vitro Architectural Glass (formerly PPG Glass): www.vitroglazings.com.
 - 5. Substitutions: See Section 016000 - Product Requirements.

2.02 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 - 1. Kind FT - Fully Tempered Type: Complies with ASTM C1048.

2. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.

2.03 GLAZING UNITS

- A. Type G-1 - Monolithic Safety Glazing: Non-fire-rated.
 1. Applications:
 - a. Glazed lites in doors, except fire doors.
 - b. Other locations required by applicable federal, state, and local codes and regulations.
 - c. Other locations indicated on drawings.
 2. Glass Type: Fully tempered safety glass as specified.
 3. Tint: Clear.
 4. Thickness: 1/4 inch (6.4 mm), nominal.

2.04 ACCESSORIES

- A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot (25 mm for each square meter) of glazing or minimum 4 inch (100 mm) by width of glazing rabbet space minus 1/16 inch (1.5 mm) by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch (75 mm) long by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.

2.05 PREPARATION

- A. Prepare glass window unit as required to receive Receptionist's speaker as indicated.
- B. Prepare glass window unit for pass-thru opening as required. Exposed glass edges shall be properly eased for safety.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that the minimum required face and edge clearances are being provided.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.

3.02 INSTALLATION, GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- C. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- D. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, etc.

3.03 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.

- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.04 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Final Acceptance.

END OF SECTION

**SECTION 092116
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal stud wall framing.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- B. ASTM A924/A924M - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process 2022.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board 2017.
- D. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members 2018.
- E. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products 2020.
- F. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board 2020.
- G. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs 2020.
- H. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base 2019.
- I. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2017.
- J. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber 2021.
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021a.
- L. GA-214-2021 - Levels of Finish for Gypsum Panel Products.
- M. GA-216 - Application and Finishing of Gypsum Panel Products 2016, with Errata.
- N. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- C. SSFSA Manufacturer Qualification: Submit documentation of manufacturer association membership.
- D. Installer's Qualification Statement.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 3 years of experience.
- B. Manufacturer Qualifications: Member of Steel Stud Manufacturers Association (SSMA): www.ssma.com.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.
- B. Interior Partitions: Provide completed assemblies with the following characteristics:
 - 1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. ClarkDietrich; ProSTUD Drywall Framing System: www.clarkdietrich.com.
 - 2. Jaimes Industries: www.jaimesind.com.
 - 3. Marino; ViperStud Drywall Framing System: www.marinoware.com.
 - 4. SCAFCO Steel Stud Corporation: www.scafco.com.
 - 5. Steel Construction Systems; SSMA Steel Stud Framing Studs and Track: www.steelconsystems.com.
 - 6. Steeler Inc.; Traditional Thickness Steel Framing: 800-275-2279; www.steeler.com.
 - 7. Substitutions: See Section 016000 - Product Requirements.
- B. Non-structural Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf (L/120 at 240 Pa).
 - 1. Studs: C-shaped with knurled or embossed faces.
 - 2. Runners: U shaped, sized to match studs.
 - 3. Ceiling Channels: C-shaped.
 - 4. Minimum Gauge: 23.
 - 5. Sill Plate Isolation Pads: Acoustical separation between sole plate and subfloor.
 - a. Products:
 - 1) AcoustiGuard – WILREP LTD; Iso-Sill Rubber Isolation Pad: www.acoustiguard.com.
 - 2) Substitutions: See Section 016000 - Product Requirements.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company; ClassicRoc Gypsum Wall Board: www.americangypsum.com.
 - 2. CertainTeed Corporation; Easi-Lite 30: www.certainteed.com.
 - 3. National Gypsum Company; Gold Bond High-Strength Fire-Shield 30 Gypsum Board: www.nationalgypsum.com.
 - 4. PABCO Gypsum; Flame Curb Type X: www.pabcogypsum.com.
 - 5. USG Corporation; EcoSmart Firecode 30: www.usg.com.
 - 6. Substitutions: See Section 016000 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut; sides tapered.
 - 1. Application: Use for vertical surfaces, unless otherwise indicated.
 - 2. Thickness:
 - a. Vertical Surfaces: 5/8 inch (16 mm).

2.04 GYPSUM BOARD ACCESSORIES

- A. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
 - 1. Products:

- a. Franklin International, Inc; Titebond GREENchoice Professional Acoustical Smoke and Sound Sealant: www.titebond.com.
 - b. Liquid Nails, a brand of PPG Architectural Coatings; AS-825 Acoustical Sound Sealant: www.liquidnails.com.
 - c. Pecora Corporation; AIS-919 Acoustical and Insulation Latex Sealant: www.pecora.com.
 - d. Specified Technologies Inc; Smoke N Sound Acoustical Sealant: SNS Smoke N Sound Acoustic Sealant: www.stifirestop.com.
 - e. Substitutions: See Section 016000 - Product Requirements.
- B. Finishing Accessories: ASTM C1047, extruded aluminum alloy (6063 T5) or galvanized steel sheet ASTM A924/A924M G90, unless noted otherwise.
- 1. Types: As detailed or required for finished appearance.
- C. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel, unless noted otherwise.
- 1. Corner Beads: Low profile, for 90 degree outside corners.
 - a. Products:
 - 1) ClarkDietrich; Strait-Flex Big-Stick: www.clarkdietrich.com.
 - 2) Phillips Manufacturing Co; Everlast Corner Bead: www.phillipsmfg.com.
 - 3) United States Gypsum Company; Dur-A-Bead Corner Bead: www.usg.com.
 - 4) Substitutions: See Section 016000 - Product Requirements.
- D. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
- 1. Fiberglass Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Joint Compound: Setting type, premixed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members as indicated.
- C. Studs: Space studs at 16 inches on center (at 406 mm on center).
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
 - 3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet (10 meters) apart on walls and ceilings over 50 feet (16 meters) long.
- B. Corner Beads: Metal; install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.06 FINISH

- A. Comply with GA-214 "Levels of Finish for Gypsum Panel Products". Provide Level 4 finish for flat or satin finish coatings.

3.07 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use fiberglass joint tape, embed with all-purpose joint compound and finish with all-purpose joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).
- D. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

3.08 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

**SECTION 096500
RESILIENT FLOORING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient base.

1.02 REFERENCE STANDARDS

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source 2019a, with Editorial Revision (2020).
- B. ASTM F1861 - Standard Specification for Resilient Wall Base 2021.
- C. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source 2023.

PART 2 PRODUCTS

2.01 RESILIENT BASE

- A. Resilient Cove Base: ASTM F1861, Type TS rubber, vulcanized thermoset; style as scheduled.
 - 1. Manufacturers:
 - a. Johnsonite, a Tarkett Company; Type TS Thermoset Rubber: www.johnsonite.com.
 - b. Mannington Commercial; Burkebase Type TS Molded Thermoset Rubber Wall Base: www.manningtoncommercial.com.
 - c. Roppe Corporation; Pinnacle Rubber Base with standard toe: www.roppe.com.
 - d. Substitutions: See Section 016000 - Product Requirements.
 - 2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
 - 3. Height: 4 inch (100 mm).
 - 4. Thickness: 0.125 inch (3.2 mm).
 - 5. Configuration: Standard Coved Toe.
 - 6. Finish: Satin.
 - 7. Length: Roll.
 - 8. Color: To be selected by Architect from manufacturer's full range.
 - 9. Accessories: Premolded external corners and internal corners.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.

3.02 INSTALLATION - RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.
- B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

3.03 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

END OF SECTION

SECTION 096813

TILE CARPETING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes modular carpet tile.
- B. Related Requirements:
 - 1. Section 024119 - Selective Structure Demolition: for removing existing floor coverings.
 - 2. Section 096500 - Resilient Flooring: for resilient wall base and accessories installed with carpet tile.

1.02 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review subfloor preparation procedures.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Shop Drawings: Show the following:
 - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
 - 2. Carpet tile type, color, and dye lot.
 - 3. Type of subfloor.
 - 4. Type of installation.
 - 5. Pattern of installation.
 - 6. Pattern type, location, and direction.
 - 7. Pile direction.
 - 8. Type, color, and location of edge, transition, and other accessory strips.
 - 9. Transition details to other flooring materials.

- C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

- 1. Carpet Tile: Full-size Sample.
- 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch-long Samples.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

1.05 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
 - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floor covering Installers Association at the Commercial II certification level.
- B. Fire-Test-Response Ratings: Where indicated, provide carpet tile identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.
 - 1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

1.08 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.09 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind, strength loss of face fiber, and delamination.
 - 3. Warranty Period: 15 years from date of Final Acceptance.

PART 2 - PRODUCTS

2.01 CARPET TILE (Carpet)

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Milliken, Visual Energy or comparable product by one of the following:
 - 1. Milliken
 - 2. J & J Invision
 - 3. Shaw
- B. Color: EFF108 – 79 Position
- C. Pattern: Consequence 2.0 Effect
- D. Material ID - 4000120862
- E. Dye Method: Millitron
- F. Fiber Type: Milliken- Certified Wear on Nylon type 6,6
- G. Pile Characteristic: Tufted, Textured loop
- H. Finished Pile Height .12
- I. Density: 8024
- J. Stitches: 12 per inch
- K. Gage: 1 /10 inch .
- L. Tufted Face Weight: 28 oz/yd
- M. Primary Backing/Backcoating: PVC Free Comfort Plus ES Cushion

- N. Size: 19.7 in. x 19.7 in.
- O. Installation Method: Monolithic
- P. Applied Soil-Resistance Treatment: Stainsmart
- Q. Antimicrobial: AlphaSan AF Built-In Protection
- R. Performance Characteristics: As follows:
 1. Appearance Retention Rating: Heavy traffic, 3.0 minimum according to ASTM D 7330.
 2. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm
 3. Dry Breaking Strength: Not less than 100 lbf (445 N) according to ASTM D 2646.
 4. Delamination: Not less than 3.5 lbf/in. according to ASTM D 3936.
 5. Dimensional Tolerance: Within 1/32 inch (0.8 mm) of specified size dimensions, as determined by physical measurement.
 6. Dimensional Stability: 0.2 percent or less according to ISO 2551 (Aachen Test).
 7. Resistance to Insects: Comply with AATCC 24.
 8. Colorfastness to Crocking: Not less than 4, wet and dry, according to AATCC 165.
 9. Colorfastness to Light: Not less than 4.0 after 60 AFU (AATCC fading units) according to AATCC 16, Option E.
 10. Antimicrobial Activity: $\geq 90.0\%$ reduction Not less than 2-mm halo of inhibition for gram-positive bacteria, not less than 1-mm halo of inhibition for gram-negative bacteria, and no fungal growth, according to AATCC 174.
 11. Electrostatic Propensity: Less than 3.5 kV according to AATCC 134.
 12. Emissions: Provide carpet tile that complies with testing and product requirements of CRI's "Green Label Plus" program.

2.02 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Preferred Product: Interface Tac-tiles no glue installation or approved equal.
- C. Metal Edge/Transition Strips: White zinc alloy metal strips, 1/8 inch wide at top edge with integral provision for for mechanical anchorage to mortar bed or substrate.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness

- characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 - 2. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet tile.
 - 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. For painted subfloors, verify the following:
- 1. Perform bond test recommended in writing by adhesive manufacturer.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Clean metal substrates of grease, oil, soil and rust, and prime if directed by adhesive manufacturer. Rough sand painted metal surfaces and remove loose paint. Sand aluminum surfaces, to remove metal oxides, immediately before applying adhesive.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.03 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Monolithic.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.

- G. Install pattern parallel to walls and borders.
- H. Stagger joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

3.04 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

**SECTION 099123
INTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish new interior surfaces exposed to view, unless fully factory-finished.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Acoustical materials, unless specifically indicated.
 - 8. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications 2019.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.
- E. SCAQMD 1113 - Architectural Coatings 1977, with Amendment (2016).
- F. SSPC-SP 1 - Solvent Cleaning 2015, with Editorial Revision (2016).
- G. SSPC-SP 6 - Commercial Blast Cleaning 2007.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- D. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, and repair of painted and finished surfaces.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com.
 - 2. PPG Paints: www.ppgpaints.com.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 016000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, uncoated steel, shop primed steel.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #146.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Interior Institutional Low Odor/VOC Primer Sealer; MPI #149.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- F. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer. Protect from corrosion until coated.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.

END OF SECTION