



**BID# 6-97648060
BID OPENING, MAY 4, 2026**

**UNION COUNTY PUBLIC SCHOOLS UNION
ELEMENTARY
KITCHEN RENOVATION PROJECT PROJECT
MANUAL**

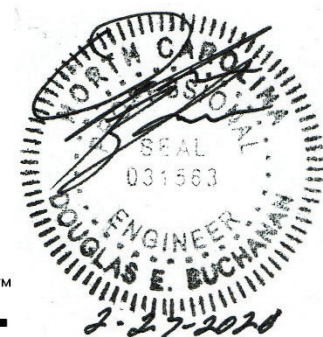
**5320 White Store Rd,
Wingate, NC 28174**

FEBRUARY 2026

Prepared by:



WOLF TRAIL™
ENGINEERING



NC P-1817 | SC 5872
1001 Lancaster Avenue | Monroe, NC 28112
704.282.0826 | WolfTrailEngineering.com

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The following drawings and details are included as part of the Contract Documents:

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C0	Cover	2-27-2026
AP-1	Appendix B	2-27-2026
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END OF SECTION 00 01 15

**Request for Quotation
Informal**

BID NO. 6-97648060

TITLE: Union Elementary School Kitchen Renovation

PROCUREMENT

**LEAD: Lynn Elms
UCPS Purchasing Department
facilities@ucps.k12.nc.us**

BID/QUOTE SUBMITTAL

Bids will be received no later than: **2:00 pm, local time on Monday, May 4, 2026**

Bid shall be submitted via email to: facilitiesbids@ucps.k12.nc.us

Please include the following exactly in the email subject line:

“Bid 6-97648060 Proposal”

PREBID MEETING

Attendance is Mandatory

3:00 pm, local time on Tuesday, April 21, 2026 @ Union Elementary 5320 White Store Rd, Wingate, NC 28174

It is the sole responsibility of the Bidder, Contractor to familiarize themselves to all aspects of this project. Failure to meet this requirement will not justify a change order.

COMMUNICATION

During the bid process, all communication relating to this bid shall be directed to the Procurement Lead identified above. Failure to meet the requirement may consider your bid non-responsible.

All questions relating to this project shall be directed to the Procurement Lead identified above in the form of an email no later than **1:00 pm, Friday, April 24, 2026**. **Please include the following in the subject line: “Bid#6-97648060 – Questions”**. Answers will be provided to all bidders in the form of an addendum which will be posted on UCPS website: <https://www.ucpsnc.org/about/purchasing-and-contracts> and NC State website: <https://evp.nc.gov/solicitations/?status=0>

DESCRIPTION OF PROJECT:

Union County Public Schools seeks quotes/informal bids for the above referenced Project.

The Scope of Work is attached as Exhibit 1.

AWARD:

UCPS desires to promptly approve and sign a contract after a decision has been made to award. Company awarded the contract is expected to promptly sign the contract in the form attached hereto as Exhibit A. Any requested changes to this contract form should be provided with your response. 1

UCPS reserves the right to award this project in a method considered to be most advantageous. This includes the right to issue single award, multiple awards, or reject all bids. UCPS is not required to award a contract.

Exhibit 1

SCOPE OF WORK

- a. The existing waste water and water supply for the kitchen equipment shall be abandoned 36" below grade.
- b. The contractor shall verify the kitchen equipment is operating prior to moving the kitchen equipment into the cafeteria during construction.
- c. The contractor shall remove the floor tile and base in the kitchen and adjacent bathroom.
- d. The contractor shall cut a 12 inch wide trench through the concrete floor and excavate to the required depth as indicated on the drawings.
- e. The contractor shall install new wastewater and water supply lines as indicated on the drawings including new drains, floor sinks, and grease trap. Test all new plumbing pipes.
- f. The trench shall be back filled, install stone, vapor barrier, concrete flooring.
- g. The contractor shall install flowable fill and floor level and prepared for new fluid flooring.
- h. Fluid flooring shall be installed and the fluid flooring shall be turned up the wall for a new 6" base.
- i. All the kitchen equipment shall be reinstalled in their original location. Test the kitchen equipment.

Cost Proposal/Execution of Proposal

Bidders Checklist:

- Bid Submittal form
- Affidavit A or B
- Identification of Minority Business Form
-

Project title: Union Elementary School Kitchen Renovation

Location: 5320 White Store Rd, Wingate, NC

28174 BID NO: 6-97648060

By submitting this proposal, the potential contractor certifies the proposal is signed by an authorized representative of the firm.

- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, sales tax, etc. have been determined and included in the proposed cost.
- The offeror is aware of prevailing conditions associated with performing these services.
- The potential contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 60 days from the date of the opening, to furnish the subject services for a cost not to exceed:

Base Bid:

Base Bid	\$ _____ (Includes (Insert Percentage (10%) allowance funds)						
Alternate 1: N/A	\$ _____ (Add or Deduct)						
Alternate 2: N/A	\$ _____ (Add or Deduct)						
Acknowledge Addenda:	Addendum 1 ___ Addendum 2 ___ Addendum 3 ___ Addendum 4 ___ Not Applicable ___						
Project Schedule:	Consecutive calendar days required to achieve Final Completion from issuance of Notice to Proceed: <u>47</u> calendar days						
<table border="1"> <tr> <td>Notice to Proceed:</td> <td>June 7, 2026</td> </tr> <tr> <td>Substantial Completion:</td> <td>July 24, 2026</td> </tr> <tr> <td>Final Completion:</td> <td>July 24, 2026</td> </tr> </table>	Notice to Proceed:	June 7, 2026	Substantial Completion:	July 24, 2026	Final Completion:	July 24, 2026	
Notice to Proceed:	June 7, 2026						
Substantial Completion:	July 24, 2026						
Final Completion:	July 24, 2026						

Unit Costs:

Unit Costs may be used to add or delete from the project.

1. List materials and expected cost per unit.

Execution:

Offeror: _____ Federal Tax ID No. _____

License Description: _____ License No. _____

Address: _____ City, State, Zip _____

Telephone Number: _____ Mobile: _____ Email: _____

By: _____ Date: _____ Title: _____

(Typed or printed name)

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

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina

AFFIDAVIT A – Listing of the Good Faith Effort

County of _____

Affidavit of _____
(Name of Bidder)

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

Bidder must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

- 1 – (10 Points)** 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 Points)** 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 Points)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 Points)** 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 Points)** Attended pre-bid meetings scheduled by the public owner.
- 6 – (20 Points)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 Points)** 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 Points)** 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 Points)** 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 Points)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

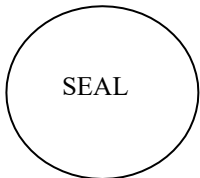
In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority, Women, and Small Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____ *County* _____

Subscribed and sworn to before me this _____ *day of* _____ *20* _____

Notary Public _____ *My commission expires* _____

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina

**--AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of _____

Affidavit of _____

(Name of Bidder)

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

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current work forces; **AND** the bidder will not purchase any materials or supplies in the performance of the contract

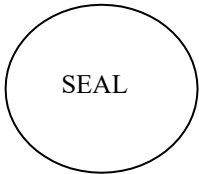
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ **Name of Authorized Officer:** _____

Signature: _____

Title: _____



State of _____, *County of* _____

Subscribed and sworn to before me this _____ *day of* _____ 20

Notary Public _____

My commission expires _____

State of North Carolina --- AFFIDAVIT C --- Portion of the Work to be Performed by M/W/SBE Firms

County of _____

**** (NOTE: THIS FORM IS TO BE SUBMITTED ONLY BY THE APPARENT LOWEST RESPONSIVE BIDDER) ****

If the portion of the work to be executed by M/WBE firms as defined in GS143-128.2(g) and Board of Education M/W/SBE Policy is equal to or greater than the M/W/SBE aspirational goal of MBE 10%, WBE 6%, and SBE 5% in **Construction**, and/or MBE 5%, WBE 4%, and SBE 5% in **Other Services** and/or MBE 3%, WBE 3%, and SBE 5% in **Goods** participation 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 the **apparent low** bidder.

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

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/SBEs 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

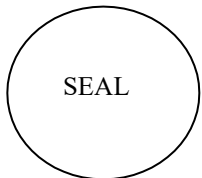
Name and Address	*M/W/SBE Category	Work description	Dollar Value

*M/W/SBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) Native American Indian (**N**), Female (**F**) Socially and Economically Disadvantaged (**D**), Small (**S**)

In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the 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 contract. The undersigned hereby certifies that he or she has read the terms of the Minority, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____
 Title: _____
 State of _____, County of _____



Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

Project: _____ County of _____

If the aspirational goal of MBE 10%, WBE 6%, and SBE 5% in **Construction**, and/or MBE 5%, WBE 4%, and SBE 5% in **Other Services** and/or MBE 3%, WBE 3%, and SBE 5% in **Goods** participation by M/W/SBE businesses **is not** achieved, the apparent lowest responsible, responsive bidder shall provide the following documentation to the Owner of his good faith efforts **and** the M/W/SBE firms that **will** be used on the project. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being the **apparent low** bidder.

(Name of Bidder)

Affidavit of: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.

I will expend a minimum of _____% of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/SBEs 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 Address	*M/W/SBE Category	Work description	Dollar Value

*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D), Small (S)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) M/W/SBE firms from the source list provided by the State for each subcontract to be let under this contract. 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. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- G. Letter detailing reasons for rejection of minority business due to lack of qualification.
- H. 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.

Date: _____ Name of Authorized Officer: _____

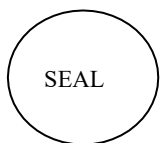
Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____ My commission expires _____



This document must be submitted with each pay request & final payment

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors 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**) Socially and Economically Disadvantaged (**D**)

Date: _____

Approved/Certified By: _____
Name

Title

Signature

Signature certifies that any minority firms not previously verified in the bid/award process have been appropriately verified, services have been rendered, and payment is due as processed.

SECTION 00 65 36
WARRANTY FORM

PROJECT NAME: _____

PROJECT DESCRIPTION: _____

UNION COUNTY, NORTH CAROLINA

The undersigned Contractor hereby warrants, in accordance with the applicable provisions and terms set forth in the Contract Documents, all materials and workmanship incorporated in the _____ contract of the _____ Building, _____, Union County, North Carolina, against any and all defects due to faulty materials or workmanship or negligence for a period of twenty-four (24) months, or such longer periods as set forth in the Contract Documents, from the effective date **of this warranty**(_____) **as defined by the date of substantial completion** . This warranty supersedes any and all dates listed in the enclosed subcontractor warranties thus honoring warranty work two years from the date of substantial completion listed here. This contractor further warrants all work incorporated in this project to remain leakproof and watertight at all points for a period of twenty-four (24) months from the effective date of this Warranty.

This Warranty shall be binding where defects occur due to normal usage conditions and does not cover willful or malicious damage, damage caused by acts of God or other casualties beyond the control of the Contractor.

This Warranty shall be in accordance to other warranties and guarantees set forth in the Contract Documents, and shall not act to constitute a waiver of additional protection of the Owner afforded, where applicable, by consumer protection and product liability provisions of law, and these stipulations shall not constitute waiver of any additional rights or remedies available to the Owner under the law.

Date of Substantial Completion: _____

Signed: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

Subscribed and sworn before me this

_____ day of _____, 20__

(Notary Public)

Standard Terms and Conditions

I. Standard Terms and Conditions for All Contracts

1. **Acceptance.** Contractor's execution of this Contract and/or acknowledgment of the terms of any applicable purchase order ("Purchase Order"), without timely express written objection, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of a Purchase Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to hereto (including without limitation any request for proposals or invitation for bids or Contractor's response thereto), and (iv) any other terms and conditions of a written agreement signed by Contractor and UCBOE that deals with the same subject matter (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the Services and/or Goods (the "Goods" and/or "Services," as appropriate) provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. A Purchase Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated therein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Contractor's price or the regular market price of any of the Goods covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to UCBOE Project Coordinator.
5. **Freight on Board.** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
6. **Taxes.** Taxes are included in the Contract Price. Applicable taxes shall be invoiced as a separate item for UCBOE's records.
7. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods, whichever is later.
8. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. **Risk of Loss.** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
11. **Rejection.** All Goods shall be received subject to UCBOE's inspection. Goods that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods Services and charge Contractor the additional cost.
12. **Warranties.** Contractor warrants that all Goods delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This

warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and shall run to UCBOE and any user of the Goods. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

13. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if UCBOE determines that Contractor, its agent or another representative, has violated any provision of law.
14. Use of Federal Funds. If the source of funds for this Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
15. Registered Sex Offenders. Contractor acknowledges that state law and school policy prohibit anyone registered or required to register as a sex offender from being present on any UCBOE Property for any reason, whether before, during or after school hours, or on or off of UCBOE Property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from UCBOE Property by school staff and/or law enforcement officials and may also be subject to criminal prosecution. "UCBOE Property" includes all property owned or operated by UCBOE, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by UCBOE.
If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on UCBOE Property.
16. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
17. Conflict of Interest. Contractor represents and warrants that no member of UCBOE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal conflict of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
18. Gratuities. Contractor represents and warrants that no member of UCBOE or any of its employees has been or will be offered or given a gratuity to an official or employee of UCBOE in violation of applicable law or policy.
19. Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to UCBOE in writing the possible violation.
20. Iran Divestment Act. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List, as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4, in violation of the Iran Divestment Act. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
21. Divestment from Companies that Boycott Israel. The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-

- 86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
22. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes
 23. Indemnification. Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Services and/or Goods sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Services and/or Goods and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
 24. Insurance. Unless such insurance requirements are waived or modified by UCBOE or risk management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
 25. Termination for Convenience. In addition to all of the other rights which UCBOE may have to cancel this Contract or an applicable Purchase Order, UCBOE shall have the further right, without assigning any reason therefore, to terminate the Contract (or applicable Purchase Order), in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from UCBOE to Contractor. If the Contract is terminated by UCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services and/or Goods actually delivered or performed to the total originally contemplated in the Contract. UCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
 26. Termination for Default. UCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to UCBOE law or equity, UCBOE may procure upon such terms as UCBOE shall deem appropriate, Services and/or Goods substantially similar to those so terminated, in which case Contractor shall be liable to UCBOE for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
 27. Contract Funding. It is understood and agreed between Contractor and UCBOE that UCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of UCBOE for any payment may arise until funds are made available to UCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. UCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

28. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by UCBOE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
29. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to UCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within thirty (30) days after UCBOE notifies Contractor in writing that a payment has been determined to be improper.
30. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of UCBOE.
31. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services and/or Goods set forth in the Contract.
32. Key Personnel. Contractor shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor) assigned to the performance of the Contract without prior written approval from UCBOE Project Coordinator (the individual at UCBOE responsible for administering the Contract).
33. Contract Modifications. The Contract may be amended only by written amendment duly executed by both UCBOE and Contractor.
34. Relationship of Parties. Contractor is an independent contractor and not an employee of UCBOE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and UCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
35. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by UCBOE.
36. Monitoring and Evaluation. Contractor shall cooperate with UCBOE, or with any other person or agency as directed by UCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit UCBOE to evaluate all activities conducted under the Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE Property and from providing Services and/or Goods under the Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the Services and/or Goods of Contractor's employee.
37. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by UCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by UCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then UCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
38. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. UCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
39. Inspection at Contractor's Site. UCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for UCBOE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
40. Confidential Information. All information about UCBOE provided to the Contractor or its officers, employees, agents, representatives and advisors (the "Contractor Representatives"), and all copies or other full or partial reproductions thereof and notes, memoranda or other writings related thereto created by Contractor or any Contractor Representative, regardless of whether provided before or after the date of the Contract and regardless of the manner or medium in which it is furnished, is referred to as "Confidential Information". Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of an impermissible disclosure by Contractor, (b) was known by or available on a nonconfidential basis to Contractor before it was disclosed by UCBOE or (c) becomes available to Contractor on a nonconfidential basis from a third party whom Contractor does not know to be bound by a confidentiality agreement with, or have an obligation of secrecy to, UCBOE. Except as and to the extent required by law or

order or demand of any governmental or regulatory authority, Contractor and Contractor Representatives will (x) keep all Confidential Information confidential and (y) will only disclose or reveal any Confidential Information to Contractor Representatives who must have the information to fulfill Contractor's obligations under the Contract and who agree to observe the terms of this Section. Contractor and Contractor Representatives will not use the Confidential Information for any purpose other than fulfilling Contractor's obligations under the Contract. By way of example and not limitation, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information. If Contractor is requested or required, pursuant to applicable law or regulation or by legal process, to disclose any Confidential Information, Contractor will provide UCBOE with prompt and timely notice of the requests or requirements so that UCBOE can seek an appropriate protective order or other remedy and will not be prejudiced by delay. If UCBOE does not obtain a protective order or other remedy, Contractor will only disclose that portion of the Confidential Information which Contractor's legal counsel determines Contractor is required to disclose. Upon termination of the Contract or otherwise upon UCBOE's request, Contractor will promptly deliver to UCBOE all Confidential Information in the possession of Contractor or the Contractor Representatives.

Student Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students or students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information: If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of UCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. This section will survive the termination of this Contract.

41. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save UCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that UCBOE's use, possession or sale of the Services and/or Goods infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
42. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
43. **Background Checks.** At the request of UCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to UCBOE criminal background check and drug testing procedures.
44. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
45. **No Third-Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
46. **Force Majeure.** If UCBOE is unable to perform its obligations or to accept the Services and/or Goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of Services and/or Goods will be equitably adjusted by allowing additional time for performance or acceptance of Services and/or Goods equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
47. **Ownership of Documents; Work Product.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by UCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE free from any restrictions as part of the consideration of the Contract.

48. Strict Compliance. UCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
49. General Provisions. UCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, UCBOE shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order or delegate the performance of any of its obligations hereunder, without UCBOE's prior, express written consent.
50. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
51. Severability. Any provision of this Contract that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision. Any provision of the Contract held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

II. Additional Standard Terms and Conditions for Construction Contracts

1. Supervision and Provision for Labor and Supplies. The Contractor will supervise and direct the construction work (the "Work") and shall furnish, provide, and pay for all labor, materials, equipment, machinery, utilities, and services reasonably necessary for the execution and completion of the Work.
2. Coordination of Work and Notification of Progress. The Contractor agrees to coordinate its Work with the work of any other separate contractors or with the work of UCBOE's own forces to avoid delaying or interfering with their work. Contractor shall enforce good order and discipline among his employees and subcontractors on the Project. The Contractor further agrees to inform UCBOE on a regular basis or at UCBOE's request of the progress of the Work.
3. Provision for all Permits, Licenses, and Inspections. Unless otherwise provided, the Contractor shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Work.
4. Cleanliness. Contractor shall keep the Project reasonably free from waste materials or rubbish resulting from the Contractor's operations.
5. Additional Warranties. The Contractor warrants that the Contractor has visited the location of the Project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work is non-negligent and meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the Date of Completion, which is the date UCBOE accepts the Work or such date as the Contractor actually completes all the Work (the "Date of Completion"). During such period, the Contractor will remedy at Contractor's expense nonconformities or defects in the Work within a reasonable time after receiving notice thereof from UCBOE.
6. Indemnity for Subcontractor Payment. In addition to the indemnification obligations contained in the attached terms and conditions to this Contract, the Contractor further agrees to defend and indemnify UCBOE from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the Contractor's failure to pay subcontractors or materials suppliers.
7. Change Orders. The Contractor agrees that UCBOE may order changes in the general scope of the Work, including additions, deletions, and similar revisions. The parties agree to adjust the Contract Price and Date of Completion to reflect the effects of such changes, which adjustments shall be authorized only upon execution of a written change order (a "Change Order"). In case of emergency or extenuating circumstances or if a construction contingency is provided as stated below, approval of changes may be obtained verbally by telephone or field orders approved by UCBOE Project Coordinator and promptly thereafter substantiated in writing as outlined under normal procedures. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted, including a reasonable amount for the decrease in the Contractor's overhead.

8. Performance/Payment Bond. If required by law and/or the bidding documentation, the Contractor agrees to provide a Performance Bond and Labor and Material Payment Bond for its faithful performance in a form reasonably satisfying to UCBOE.
9. Payments Withheld. The UCBOE may withhold payment for the following reasons to the extent permitted under N.C. Gen. Stat. § 143-134.1(e): (1) defective Work not remedied; (2) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to UCBOE is provided by the Contractor; (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) reasonable evidence that the Work will not be completed with the time specified, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (5) failure to carry out the Work in accordance with the Contract Documents; (6) failure to provide sales tax documentation in accordance with subparagraph 9.3.5; (7) failure or refusal of the Contractor to submit the required information on minority business enterprises; and (8) failure of the Contractor to comply with (a) the provisions of the Sedimentation and Pollution Control Act (N.C. Gen. Stat. § 113A-50 *et seq.*), and/or (b) any Notice of Violation issued by the North Carolina Department of Natural Resources.
10. Retainage. For public construction contracts costing an amount equal to or greater than \$100,000, the UCBOE will retain five percent of the amount of each progress payment on the project for as long as is authorized by N.C. Gen. Stat. § 143-134.1. At all times during the Project, the UCBOE may retain the maximum funds allowed by N.C. Gen. Stat. § 143-134.1. The UCBOE specifically reserves the right to withhold additional funds as authorized by this Contract and N.C. Gen. Stat. § 143-134.1. The Contractor may pay each subcontractor no later than seven days after receipt of payment from the UCBOE and in accordance with N.C. Gen. Stat. § 143-134.1 the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in a similar manner and in accordance with N.C. Gen. Stat. § 143-134.1.

III. Additional Standard Term and Condition for Designer Contracts (which include Architectural, Engineering, Surveying, and Technical Services)

Additional Insurance. In addition to the insurance required pursuant to Section 22 of the Standard Terms and Conditions for All Contracts, the Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Professional liability insurance in commercially reasonable amounts as reasonably determined by UCBOE.

IV. Additional Standard Terms and Conditions for Information Technology Contracts

1. Definitions.
 - “Hardware” means the hardware the Contractor utilizes in the Hosted Environment for delivery and maintenance of the Hosted Software Services.
 - “Hosted Environment” means the Hardware, system software, hosting support software, network connectivity, and facility used by Contractor to support the Hosted Software Services.
 - “Hosted Software Services” means the application, including the Hosted Software and any applicable Third-Party Software, as run on the Hosted Environment.
 - “Hosted Software” means the software owned and controlled by Contractor or Contractor's third-party contractor that supports the Hosted Software Services.
 - “Support Services” means application and technical support required to maintain the performance, uptime and connectivity of the Hosted Software Services for UCBOE access and use, including without limitation, telephone support, error correction, maintenance, and installation of Updates and Upgrades to the Hosted Software.
 - “Updates” means (i) modifications to or releases of the Hosted Software that (a) add new features, functionality, and/or improved performance, (b) operate on new or other databases, operating systems, or server platforms or (c) extend the Hosted Software functionality to take advantage of advances in coding language, hardware, network or wireless infrastructures; and (ii) deviation corrections, bug or error fixes, patches, workarounds, and maintenance releases.
 - “Upgrades” means any new version or new release of the Hosted Software typically provided on an annual or bi-annual basis by the Contractor that includes new features, functions, support or service that were not in place with the immediately prior version.
2. Grant of License. Contractor grants to UCBOE for the term of this Contract a non-exclusive, non-transferable license to access and use over the internet the Hosted Software (the “License”).

3. Updates and Upgrades. Contractor will make certain limited and applicable Hosted Software Updates and Upgrades available to UCBOE at no additional cost. All such Updates and Upgrades shall automatically become subject to the benefits and terms of this Contract and shall automatically be considered part of the License granted under this Contract.
4. Security. Contractor's Hosted Environment shall maintain security measures in place to help protect against the loss, misuse, and alteration of the Hosted Software Services, and specifically the Confidential Information provided to Contractor by UCBOE.
5. Warranties. Contractor warrants the following: (a) Contractor has the full authority to grant the License; (b) the Hosted Software is free from material defects or viruses; (c) the Hosted Software contains no disabling devices; and (d) the Hosted Software conforms to all material specifications set forth in the documentation and any other written material provided to UCBOE for any purpose. Without limiting any other remedies available to UCBOE under this Contract, at law or in equity, in the event that any Hosted Software does not conform to the warranties set forth for the Hosted Software herein, Contractor shall, at UCBOE's option, promptly correct or replace such Hosted Software and, in either case, Contractor shall perform any Support Services or other work required to restore the Hosted Software to the state that existed prior to any such breach, all at Contractor's expense. UCBOE reserves the right to reject the Hosted Software and to hold Contractor responsible for any loss, direct or indirect, caused by any such breach of warranty. In the event Contractor is or becomes aware of a problem with any item of Hosted Software, Contractor shall notify UCBOE upon such determination. Acceptance or use of the Hosted Software shall not constitute a waiver of any claim under any warranty.
6. Effect of Termination and Orderly Transition. Upon termination or expiration of this Contract for any reason, Contractor will cooperate in good faith with UCBOE to provide for an orderly transfer of the Goods and Services and Confidential Information to UCBOE or UCBOE's successor vendor ("Orderly Transition") and according to the terms of this section.
 - a. Scope of Work for Orderly Transition. Within thirty (30) days of notification by UCBOE that it will transfer Goods and Services to itself or a successor vendor, the parties will create and execute a scope of work document detailing tasks, the responsible parties for individual tasks, and timeframes for completion of tasks necessary to complete an Orderly Transition. The final, executed Orderly Transition scope of work shall be incorporated into this Contract and become subject to its terms. Contractor's failure to (a) cooperate in developing the Orderly Transition scope of work, (b) execute an Orderly Transition scope of work, or (c) abide by the executed Orderly Transition scope of work shall be deemed a material breach of this Contract.
 - b. Time Frame. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor shall continue to provide Goods and Services while UCBOE migrates its Confidential Information from Contractor's Hosted Software Services in the Orderly Transition process. Contractor agrees that, as part of the Orderly Transition process and within the specified time frame, it will transfer to UCBOE all of the Confidential Information provided to Contractor by UCBOE pursuant to this Contract. Contractor will provide the Confidential Information in commercially reasonable electronic format as agreed in the Orderly Transition scope of work at no additional cost.
 - c. Time and Material Costs Only. UCBOE will be obligated to pay for time and materials at a reasonable hourly rate of no more than \$75/hour for the Orderly Transition. No other fees will be assessed for the Orderly Transition. Fees shall be agreed upon in advance as part of developing the scope of work referenced in subsection (a) above.
 - d. Destruction of Confidential Information after Orderly Transition. Unless otherwise mutually agreed in an executed Orderly Transition scope of work, Contractor agrees that after returning all Confidential Information to UCBOE pursuant to subsection (b) above it will destroy all remaining copies of Confidential Information and back-up Confidential Information in its possession, contained in or on any medium (such as a storage area network or "SAN") or as may be stored offsite, within thirty (30) days of completion of Orderly Transition. Contractor shall provide UCBOE with a detailed summary of the destruction process and standards to be utilized by Contractor with respect to the Confidential Information, and UCBOE shall approve such process and standards prior to Contractor commencing such destruction.
7. Intellectual Property Warranty. In addition to the warranties set forth elsewhere in this Contract with respect to the Goods and Services, Contractor expressly represents, warrants and covenants that neither the furnishing of Hosted Services to UCBOE hereunder, nor does the Hosted Software, violate, in whole or in part, any provision of any law, common law or regulation concerning copyrights, trade secrets, trademarks, tradenames, service marks, patents or other provisions regulating or concerning intellectual property rights.

8. **Additional Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless UCBOE, its and directors, officers, managers, employees and agents, from all suits, claims, costs, damages and other liabilities, including reasonable attorneys' fees as incurred by counsel of UCBOE's choice, relating to or arising from (a) Contractor's failure to maintain the security and integrity of Confidential Information, the Hosted Software Services and the Hosted Environment; (b) any claim for infringement of any copyright, trade secret, trademark, tradename, service mark, patent, or other law or regulation concerning intellectual and/or proprietary property rights; and (c) any claims by third party interests in the Hosted Software.
9. **Data Use.** Notwithstanding the foregoing, Contractor acknowledges and agrees that all Confidential Information is proprietary to and owned exclusively by UCBOE, whether provided in tangible or electronic form and whether entered into any software or Hosted Software Services owned or licensed by Contractor (including without limitation the Hosted Software and Hosted Software Services) or otherwise provided in connection with any products provided and services performed by Contractor (including without limitation the Goods and Services) and whether to, by or through a Contractor-affiliated ASP or other Hosted Software Services. Furthermore, Contractor shall not sell, market, or commercialize Confidential Information, create derivative products or applications based on Confidential Information or otherwise use Confidential Information in any manner unrelated to the performance of Contractor's obligations under the Contract. Contractor shall not share Confidential Information with any parent or subsidiary company of Contractor or any other Contractor-affiliated entity without the express prior written consent of UCBOE detailing the scope of allowable disclosure. Contractor agrees that if it breaches this section, UCBOE may, at its option, pursue any or all of the following remedies: (a) immediately terminate this Contract without liability to Contractor; (b) seek an injunction without posting a bond; and (c) pursue whatever other remedies may be available to it at law, in equity or pursuant to this Contract.

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

1.1 APPLICABLE DOCUMENTS:

- A. Specifications and Drawings contained herein and dated 2/27/26 and AIA General Conditions A201, 2007.
- B. Where these Supplementary General Conditions are in variance with the General Conditions in AIA Document A201 the Supplementary General Conditions contained herein shall take precedence over and prevail over all others.

1.2 SUBMISSION OF BID:

- A. Bids shall be submitted on the Bid Form included in the Bid Documents with all blank spaces filled (negative responses required when appropriate). In addition to Bid Form the contractor shall include the appropriate MBE Forms, E-Verify affidavit and Iran Divestment Act. . The name of the Bidder shall be clearly displayed on the Bid.
- B. The BASE BID shall be a lump-sum, fixed price submitted by the Bidder. It shall be the responsibility of the Bidder to inform all his Sub-bidders of the conditions included herein and of all alternate bid items set forth on the Bid Form. Alternates may not be listed in the specifications and may appear only on the Bid Form.
- C. BIDS SHALL BE RECEIVED **NO LATER THAN 2:00 pm, Monday, May 4, 2026**. All proposals must be submitted via email to facilitiesbids@ucps.k12.nc.us. Please include in the subject line "**Bid Number "6-97640860 Proposal"**".
- D. It will be assumed that the Bid will be valid for sixty (60) days unless otherwise stipulated on the Bid Form.

1.3 CONTRACT

- A. This Project will be constructed as a Single Prime Contract.

1.4 SPECIFICATION FORMATS AND CONVENTIONS

- A. Technical Specifications Format: The Specifications are organized into Divisions and Sections using the 50-division format and Construction Specifications Institute/ Construction Specifications Canada (CSI/CSC's) 2018 "Master Format" numbering system.
- B. Section Identification: The Technical Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
 - 1. Technical Specifications Content: The Technical Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- a. Abbreviated Language: Language used in the Technical Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- b. Imperative mood and streamlined language are generally used in Technical Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
- c. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.5 TIME OF CONSTRUCTION:

- A. The contractor shall bid the total time allotted for the performance of the work included in this project is the Contractor's estimate of calendar days. Rain days are included and will only be added if unusual weather delays are incurred. Work shall commence on the date stipulated in the Notice to Proceed and be pursued continuously until complete. Contractor's time estimate may be used as a factor in awarding a Contract.
- B. The successful contractor shall not commence work or allow any subcontractor to commence work until the requirements of the General Conditions and requirements of the Contract for Construction listed herein have been satisfied.
- C. The successful bidder agrees to commence work on this Contract upon written receipt of a purchase order, and to prosecute the Work continuously and without interruption (excepting weather delays) until all Work is completed. The construction schedule shall be agreed upon at the pre-construction meeting. The job inspector will be on the site on the agreed start date. If Work does not commence as agreed (excepting weather delays), the Contractor shall be responsible for payment of the costs of inspection provided for periods of no-work, including transportation to and from the site.
- D. The successful contractor agrees to complete the Work stipulated in the Bid Documents within the number of calendar days stated on the Form of Proposal commencing on the date of commencement of Work. If extra work is ordered by the Owner or if unforeseen conditions interfere with the normal progress of the Work, the stated time to completion may be adjusted accordingly by Change Order.
- E. A calendar day is every day in a month including weekends and holidays.
- F. Based upon local Weather data, the following 10-year average shall establish the number of rain days to be included in the Contractor's Construction Schedule as normal. Rain days are defined as periods of 24 hours within which precipitation is one-tenth (0.1) of an inch or greater. Rain days shall be understood to be workdays,

exclusive of holidays, weekends, and other non-working days. Rain-related days will be considered based upon amounts of precipitation encountered during the construction process. The Contractor shall use these monthly averages when establishing the construction schedule for this project. Claims for delays due to abnormal rain delays will not be considered until the number of rain days during which critical path work is delayed exceeds the number allowed in the schedule as follows:

January: 6 Days	May: 6 Days	September: 4 Days
February: 6 Days	June: 5 Days	October: 4 Days
March: 6 Days	July: 6 Days	November: 4 Days
April: 5 Days	August: 6 Days	December: 6 Days

- G. Rain days, as identified above, are to aid the Contractors in their scheduling. These days are included in the total time allowed for construction. Used and unused days are not available for extending the project time nor may they be used to decrease the project time. Rain Days shall cease upon substantial completion of project, unless the Contractor can prove his claim for weather related delay based upon extreme conditions or Acts of God.
- H. All work must be completed by (**Contractor shall complete the project with a certificate of occupancy before July 24, 2026**). If the Contractor does not complete the work in time to arrange for the final inspection and submit the final invoice by this date a Liquated Damages of **\$500.00** per calendar day will be deducted from the Contract amount.
- I. Last day of school is June 5. Construction to start June 7, 2026.
- J. All punch list items are to be completed by 7 calendar days beyond the completion date or a Liquated Damages of **\$500.00** per calendar day will be deducted from the Contract amount.

1.6 CONTRACTOR REQUIREMENTS:

- A. All Roofing Contractors submitting bids must have a valid Contractors License in the State of North Carolina with limits adequate to submit a bid for the work. Contractors submitting bids must have been in business a minimum of five years and be approved by two of the listed Manufacturers to install premium roof systems with twenty-year NDL warranties. Provide documentation for the requirements of the contractor.
 - 1. All Contractors bidding or performing work must comply with the following requirements:

- d. Have been in business a minimum of five years or provide documentation that the key management personnel have a minimum of fifteen years experience at a management level in the roof contracting field.
- e. Have a drug/alcohol free workplace program that is DOT approved or equal.
- f. Have management personnel responsible for implementing Safety and Environmental programs.

1.7 CONTRACTOR EMPLOYEE REQUIREMENTS

- A. The Crew provided for the work must have a project manager, foreman, lead roof mechanic and three roof mechanics with the following minimums in experience:
 - 1. Project Manager - This person will be full-time project manager employed by the roofing contractor. This person will be responsible for the following: A) Planning B) Communications C) Scheduling Activities between crews and Site, Owner & Owner Representative D) Safety E) Environmental F) Security. This person must be fluent in English, or an interpreter must be provided by the contractor.
 - 2. Foremen - 5 years experience in roofing with systems similar to the system specified and who can speak fluent English. Preferably a foreman who speaks English as their first language.

1.8 CONTRACTOR SUBMITTALS:

- A. The successful Contractor shall prepare and submit two (2) submittal notebooks and one electronic copy to Wolf Trail Eng. prior to scheduling of the Pre-Construction meeting. Notebooks are to be hard bound ring binders with tabbed dividers separating each section and table of contents. Each submittal notebook shall contain the following:
 - 1. Emergency Contact List with the name and phone numbers of the contractor's office, project manager, project superintendent, and project foreman. Also list the name, address, and phone numbers of the roofing consultant.
 - 2. Certificate of Insurance.
 - 3. Any required local building/electrical/mechanical/plumbing permits from Code Enforcement or letter stating permits are not required. (See Section 1.22).
 - 4. The Contractor shall submit manufacturer's literature materials to be used on the project.
 - 5. The Contractor shall submit in writing on the form provided, that all materials to be used on the project do not contain asbestos.

1.9 TAXES:

- A. The payment of sales, use, unemployment, old age pension, FICA and any other taxes imposed by local, State or Federal governments on all Work performed shall be included in the Base Bid.

1.10 UNIT PRICES:

- A. Refer to Section 00 21 13, INSTRUCTIONS TO BIDDERS

1.12 EXAMINATION OF SITE AND PREMISES:

- A. IT SHALL BE THE SOLE RESPONSIBILITY of each Bidder and/or Sub-bidder to examine all documents and drawings pertaining to the Bid and to visit the premises on which the proposed Work is to be performed to determine the existing conditions in the areas included in The Scope of Work. If a discrepancy, omission, ambiguity, or conflict exists between the existing conditions and the Bid Documents, the Bidder shall inform the Owner or his representative prior to the submission of his Proposal.
- B. It is the responsibility of the Contractor to verify all dimensions of areas included in the Scope of Work during the time of site inspection. Representations herein are of general existing conditions, but the Owner assumes no responsibility for assessment of existing conditions for Bidding purposes or that all representations of existing conditions stated herein are accurate. The Contractor shall satisfy himself of all existing conditions prior to submission of a Bid, and the Bid shall reflect the Contractor's cost for completion of the Work in general compliance with these specifications and requirements and/or recommendations of the manufacturers specified.
- C. The submission of a Bid Proposal shall be considered by the owner as acceptance of all requirements and stipulations contained in the Documents for Construction and awareness of conditions at the job site by the contractor.
- D. Where information is not clearly indicated or specified, the owner will issue an addendum to all Bidders clarifying ambiguous conditions. The addendum will become a part of the Contract Documents. The owner will not be responsible for oral instructions or agreements by any party.
- E. ADDS to the Contract Price will be considered only for items for which Unit Prices are submitted or for undiscovered conditions, and under no circumstances will the Owner pay for miscalculations by the Contractor made during the time of Bid preparation.

1.13 PREBID SITE ACCESS:

- A. The owner will make the site available for pre-bid inspection at a time mutually convenient to the Contractor and the representative of the Owner. Coordination of the pre-bid site visit shall be the responsibility of the Bidder.

1.14 SUBSTITUTION OF MATERIALS:

- A. Substitutions of the materials listed herein are prohibited unless approved IN WRITING by the Owner or the owners representative. Requests for substitution shall clearly describe the material, product or equipment for which approval is requested and shall be accompanied by the manufacturer's literature, specifications, drawings, performance criteria and/or other information necessary to completely describe the items to establish their acceptability.
- B. The approval of the owner is required prior to inclusion of any substitute material(s) in the Bid or the Work. If the Bidder includes unapproved materials in the Bid, it will be assumed that the specified materials were included and must be installed. If a less expensive material is approved and used for the Work after a bid has been submitted, the Bidder shall issue an appropriate credit to the Owner. The Owner's approval will be required even though "or equal" or synonymous terms are used in the Bid Documents. SUBSTITUTIONS AND COST DIFFERENCE MUST BE SUBMITTED WITH THE PROPOSAL ON A SEPARATE SHEET WITH JUSTIFICATION FOR THE SUBSTITUTION.
- C. The approval or rejection of a proposed substitution is vested in the Owner whose decision shall be final and binding. The determination may or may not explain the reason for the decision. Substitutions will be approved by Addendum to the Project Documents.

1.15 CHANGES TO THE CONTRACT:

- A. Interpretation and correction of the Project Documents will be made by addendum issued by the owner and/or Consultant. Each Bidder shall ascertain prior to submitting his Bid that he received all addenda issued for his Work and shall acknowledge their receipt on his Bid Form.

1.16 ADDITIONAL WORK:

- A. Extra Work not included in the Unit Prices shall be compensated for based on Cost plus a percentage for overhead and profit for the Bidder and/or sub-bidder. The Bidder shall state the percentages for overhead and profit for Work completed by the Bidder and by his sub-bidders on the Bid Form. Proposed costs for extra work will be used in determining the award of the Contract.

1.17 LISTING OF PROPOSED SUB-BIDDERS:

- B. The Bidder shall submit a list of the proposed Sub-bidders, if any, that he intends to use on this project. No changes in Sub-bidders shall be made without the approval of the Owner. Listings shall be included on the Bid Form.

1.18 COORDINATION OF THE WORK:

- A. The successful contractor shall not commence work or allow any sub-contractor to commence work until the requirements of the General and Special Conditions of the Contract for Construction listed herein have been satisfied.
- B. The successful bidder agrees to commence work on this Contract upon written notification of award of the Contract or verbal receipt of a work order number, and to prosecute the Work continuously and without interruption (excepting weather delays) until all Work is completed. The beginning date shall be agreed upon at the pre-job meeting, and the agreed upon beginning date shall be the coordination date for start-up for all parties including the roof observation service. The roof observer will be on the site on the agreed upon start date. If Work does not commence as agreed (excepting weather delays), the Contractor shall be responsible for payment of the costs of the roof observer provided for periods of no-work, including transportation to and from the site.
- C. The successful contractor agrees to complete the Work stipulated in the Bid Documents within the number of calendar days stated on the Bid Form commencing on the date of commencement of Work. If extra work is ordered by the Owner or if unforeseen conditions interfere with the normal progress of the Work, the stated time to completion may be adjusted accordingly by Change Order.
- D. If the time to completion exceeds that stated on the Bid Form (by the contractor's estimate), the Contractor shall assume responsibility for any additional observer costs resulting from the delay. Additional incurred roof observer/consulting costs shall be deducted from the final payment due the Contractor. Non-working days due to inclement weather shall be mutually agreed to by the Contractor and the representative of the Owner. Non-working days due to weather will not be counted in the total estimated time to completion provided by the Contractor.

1.19 AWARD OF CONTRACT:

- A. The owner reserves the right to accept any or none of the submitted bids, whichever he deems to be in his best interest; and hereby does not obligate himself to accept the lowest bid.
- B. The owner reserves the right to reject to waive any formalities in the bidding. The Owner reserves the right to accept any Alternate listed on the Bid Form in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid, Unit Prices submitted, Alternates accepted, percentages submitted for extra work and estimated time to completion stipulated by the contractor on the Bid Form.

1.20 APPLICABLE BUILDING CODES/REQUIREMENTS:

- A. The Contractor shall install all Work in strict compliance with all requirements of all Local, State and Federal Authorities, National Board of Fire Underwriters, Kemper Insurance Company, Factory Mutual System and other applicable authorities in force at the time of execution of this Contract.

- B. The Contractor shall comply fully with all the requirements of the Occupational Safety and Health Act (OSHA) of 1970, a Federal Regulation, and all State/local OSHA requirements. The Contractor shall hold the owner harmless for any damages or fines that may be assessed by OSHA against the Contractor and/or the Owner.
- C. The Contractor shall secure complete approval of all above mentioned authorities for his Work and shall deliver certificates of approval/compliance from them to the owner before final payment is made if such certificates are required to assure the Work is in compliance with all applicable code requirements. The Contractor shall pay all fees for testing, inspection and certificates as may be required by local officials and/or building codes and shall furnish any and all drawings and documents in addition to Contract Drawings required in order to secure approval of his Work from governing authorities.

1.21 INDEMNITY AGREEMENT:

- A. The contractor shall be responsible for the safety of his employees and subcontractors on the site during the performance of the work and any related activities.
- B. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the owner, any lender, its officers, agents, employees, representatives, consultants and contractors, of and from any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of Work under the Agreement, which are attributable to, or are alleged to be attributable to, any breach hereof or negligent or illegal act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Notwithstanding the foregoing, if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both owner and Contractor, their employees, agents, invitees, representatives, consultants and contractors, Contractor shall indemnify Owner only to the extent of Contractor's own negligence or that of its agents, employees, invitees, representatives, consultants and contractors.

1.22 PERMITS FOR CONSTRUCTION:

- A. The successful contractor shall obtain and deliver to the owner two (2) copies of all applicable Building/Construction Permits as may be required by local authorities prior to commencing Work. If permits are not required, a letter on the Contractor's Letterhead shall state that the proper authorities have been contacted and building/construction permits are not required. Include contact information of the responsible authority in the required letter.

1.23 INSURANCE REQUIREMENTS:

- A. The Contractor shall for the duration of this Contract maintain and pay for insurance through insurers approved by the Owner having provisions for the following coverages:
- B. Workman's Compensation and Employers Liability Insurance in the Contractor's name with limits of liability under the Employers Liability portion of not less than \$1,000,000.00, containing a waiver of subrogation in favor of the Owner executed by the insurance carrier.

- C. Public Liability Insurance including Contractual Liability Insurance in the Contractor's name, with bodily injury limits of not less than \$1,000,000.00 for each occurrence and Property Damage Insurance with a minimum of \$500,000.00 for each occurrence.
- D. The Contractor shall take out and maintain such insurance as will indemnify and save the owner harmless from any and all claims made by any person or persons for damage for personal injury—including death—and property damage which may arise from the Contractor's operations on the premises of the owner whether such operations are by the Contractor, any sub-contractor or anyone directly indirectly employed by either of them.
- E. Automobile Liability Insurance with an employer's non-ownership liability endorsement in the Contractor's name covering all owned, non-owned and hired vehicles. Limits of liability shall be not less than \$1,000,000.00 for each accident for bodily injury and property damage.
- F. Before commencing any Work, the Contractor shall forward to the owner two copies of a Certificate of Insurance issued by the Insurance Carrier, not the local agent or representative, indicating that all required insurance is in force. The Certificate shall state the policy number, date of expiration and limits of liability, and contain a provision that the insurance will not be cancelled, changed or allowed to lapse prior to ten days after written notice to such cancellation or intention to allow lapse has been forwarded by Registered Mail to the owner. The Contractor must certify that he has obtained similar certificates or evidence of insurance from each of his sub-contractors before their work commences. Each sub-contractor must be covered by insurance of the same type and in the same amounts as the Contractor unless the Contractor and the Owner agree that a reduced coverage is adequate because of the nature of the particular sub-contract work.

1.24 OWNERS BUILDERS RISK INSURANCE:

- A. The Owner will carry insurance or self-insure for Builder's Risk covering fire, vandalism, malicious mischief, and extended coverage perils in amounts sufficient to cover the value of the Work installed and the building materials stored and paid for by the owner at the construction site. This insurance will not cover equipment belonging to the Contractor or any of his sub-contractors.

1.25 OWNERS REPRESENTATION:

- A. The owner reserves the right to provide full-time roof observation during the time of construction. The roof observer is the representative of the Owner, and the Contractor shall perform the work included in the Contract in accordance with the recommendations of the roof observer. The roof observer shall be the liaison between the Contractor and the owner/consultant and all changes in the Contract are to be processed by the roof observer prior to submission to the owner/consultant. The inspector shall review all pay requests prior to submission to the owner. All pay requests must bear the signature of the roof observer to be considered for payment.
- B. The Owner's engineer or other authorized representative of the owner shall observe the Work and will interpret the plans and specifications governing the Project.

- C. The Owner, his engineer or other authorized representative will not be responsible for direct supervision of the Work, nor will the owner, his engineer or other representative be responsible for means, methods or techniques of construction, for sequences or procedures or for safety control during the time of Work. Neither the Owner nor the Consultant/Observer will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.
- D. The Owner reserves the right to perform non-destructive evaluation of the in-place roofing assembly to determine whether or not the newly installed roofing assembly has been affected by moisture infiltration. Testing shall be at the owner's expense. The Contractor is encouraged to be present during the time of NDE.

1.26 PROTECTION OF THE STRUCTURE & SURROUNDING AREA:

- A. The successful contractor shall always maintain barricades and take appropriate protective measures around the construction site. The contractor shall be responsible for payment for any required protective measures or additional security at the construction site.
- B. The contractor is responsible for damage to parking lots, roads, landscaping, etc. that may have been damaged during construction. The contractor shall return damaged areas to pre-construction condition.

1.27 ACCESS TO THE SITE FOR CONSTRUCTION:

- A. Every effort will be made by the Owner during the time of construction to allow expedient access to the Work subject to local codes and restrictions. ALL SITE USAGE MUST BE APPROVED BY THE OWNER PRIOR TO USE BY THE CONTRACTOR. Materials, signage or equipment that are set-up or stored in unauthorized areas are subject to be moved at the expense of the contractor at the discretion of the owner.
- B. The Contractor shall be responsible for the erection and dismantling of any required scaffolding or safety netting. Scaffolds/safety nets shall be erected in accordance with local, State and Federal laws/regulations. All owner requirements must be reviewed and complied with during the course of the work.
- C. It is intended that the contractor shall perform his work with a minimum of disruption to the owner's operations. The contractor shall contact the following facility personnel during bidding and prior to commencement of Work for a meeting on the site to establish the location for storage of materials, set-up areas, access to the roof and for coordination of the Work to assure a minimum of inconvenience to both parties:

CONTACT: **Sean Miller**
TELEPHONE: 980-721-0611

1.28 STAGING AREAS, STORAGE OF MATERIAL AND CLEAN-UP:

- A. Storage of materials, vehicles, hoists, trash chute, rubbish container and/or other materials and material handling equipment necessary for completion of the Work shall be located to cause minimal disruption to traffic flow to the facility and normal

operations. Any such storage of equipment and/or materials shall utilize only the minimum space for such storage and in no way block entrances or impede vehicular or pedestrian traffic. All barricades and signs required to redirect present traffic flow shall be furnished by the Contractor and shall be removed when no longer needed. The location and required amount of space for the storage/staging area shall be mutually agreed upon by the Contractor and facility representatives prior to commencement of Work or delivery of materials. At the end of each day's work, debris shall be placed in a suitable container and periodically removed from the site when the container is full. At the completion of the Work, the Contractor shall immediately remove all equipment, temporary erections, leftover materials, and debris from his operation from the premises leaving the work area in "broom-clean" condition. All asphalt spills shall be removed from walls, sidewalks, and hardstand areas after completion of the Work.

1.29 RIGHT TO TERMINATE THE WORK:

- A. If the contractor fails to prosecute the work promptly or properly or breaches or fails to perform any obligation under the Agreement, the owner, after seven days written notice to the contractor, and to its surety, if any, may, without prejudice to any other right or remedy it may have, terminate the Agreement and take possession of and finish the Work by such means as it sees fit, and if the unpaid balance of the compensation due the Contractor exceeds the expense of finishing the Work and damages suffered by the owner, such excess shall be paid to the contractor following final completion of the Work, but if such Work exceeds the unpaid balance due the contractor, the contractor shall immediately pay the difference to the owner.
- B. If a lawsuit arises in connection with the Agreement, the prevailing party therein shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees, costs, and expenses.

1.30 OWNERS SUBCONTRACTORS:

- A. During the course of the work, it may become necessary for the Owner to subcontract additional work in connection with the Project. In such event, and upon written notice of the existence of such other agreements, the Contractor shall coordinate as necessary and reasonable, his work to provide opportunities for the owners subcontractor(s) to complete their work. The Contractor shall freely exchange drawings or other information, and shall review, integrate, and coordinate, upon request, the work of such other contractors with its own.

1.31 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: owner reserves the right to award a separate contract for performance of certain construction operations at Project site. Those operations may be conducted simultaneously with Work under this Contract. Separate Work may include but is not limited to:
 - 1. Hazardous Materials Abatement Contract
 - 2. Plumbing

- 3. Electrical
- 4. HVAC

- B. Contractor shall cooperate fully with separate contractors so work on other contracts may be carried out smoothly, without interfering with or delaying Work under this Contract.

1.32 COORDINATION WITH FACILITY SECURITY:

- A. In no instance shall the contractor or any of his sub-contractors perform any Work on the project except during regular working hours without, in each instance, notifying the owner in order that the owner's representative may be present to observe the Work and to coordinate security requirements. This shall not be interpreted as a measure to prevent the Contractor from working overtime under any circumstances, but merely to ensure that the owner may have the opportunity to have a representative present to assist the Contractor as may be required to interpret the Contract Documents, plans and specifications and to coordinate for security and disarming of alarm systems.

1.33 TITLE OF WORK:

- A. The contractor shall guarantee that title to all Work governed by this Contract and any equipment or materials installed in place on the facility will have passed to the Owner prior to making application for payment free of all liens, claims, security interests and/or encumbrances, and that no Work, materials or equipment installed in place will have been acquired by the Contractor or by any other person performing the Work or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

1.34 WARRANTIES:

- A. The Contractor shall Warranty all work governed by these Specification for a period of two (2) years from the date of final acceptance of the Work by the Owner.
- B. When work is performed by sub-contractors and where guarantees are required, the Contractor shall secure the required guarantees from said sub-contractors on their letterhead or standard trade guarantee form. Guarantees/warranties from sub-contractors shall be countersigned by the Contractor addressed to and in favor of the Owner.
- C. All required guarantees/warranties shall be submitted to the owner prior to final payment of the Project.

1.35 COORDINATION WITH FACILITY OPERATIONS:

- A. The contractor is responsible for taking all necessary precautions to protect the building, its contents and occupants from damage and/or injury during the operation. Dirt and dust must be kept to a minimum.
- B. If it becomes necessary to reach a proper stopping place in any portion of the Work, or to complete the Work within the contract time limit, the Contractor shall work his forces and the forces of his sub-contractors' overtime without addition to the Contract Price. The Contractor shall insure that installation of any Work under any sub-contract does not interfere with or delay progress of his own Work.
- C. In the event of any labor dispute in connection with the Work governed by this Contract, the contractor shall use his best efforts to promptly adjust and settle disputes in order to avoid unnecessary delays in the Work.
- D. Set-up areas shall be kept clean and uncluttered by debris, loose gravel and materials packaging scraps. At the end of each workday, all debris scattered over the owner's premises or adjacent areas shall be picked up and disposed of in appropriate containers. All debris and materials shall be removed from the site in a manner to minimize accumulation. The Contractor shall be responsible for erecting and maintaining appropriate barricades around set-up and storage areas to channel foot and auto traffic away from or around work areas and for compliance with all requirements of the Occupational Safety and Health Act (OSHA) governing work under this contract. The Contractor shall be responsible for any damage to grounds, landscaping, and hardstand surfaces. In the event of any damage, the property shall be restored to a condition equal to that at the start of operations.

END OF SECTION 00 73 00

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS and REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Union County Public Schools
 Union Elementary School Kitchen Renovation
 5320 White Store Rd, Wingate, NC 28174

Consultant Identification: The Contract Documents, February 2026, were prepared for the Project by Wolf Trail Engineering, PLLC and Teeter Engineering Group PA.

- B. The work consists of:

- 1. Summary of work:

- a. The building is not occupied.
 - b. The existing waste water and water supply for the kitchen equipment shall be abandoned 36" below grade.
 - c. The contractor shall verify the kitchen equipment is operating prior to moving the kitchen equipment into the cafeteria during construction.
 - d. The contractor shall remove the floor tile and base in the kitchen and adjacent bathroom.
 - e. The contractor shall cut a 12 inch wide trench through the concrete floor and excavate to the required depth as indicated on the drawings.
 - f. The contractor shall install new waste water and water supply lines as indicated on the drawings including new drains, floor sinks, and grease trap. Test all new plumbing pipes.
 - g. The trench shall be back filled, install stone, vapor barrier, concrete flooring.

- h. The contractor shall install flowable fill and floor level and prepared for new fluid flooring.
- i. Fluid flooring shall be installed and the fluid flooring shall be turned up the wall for a new 6" base.
- j. All the kitchen equipment shall be reinstalled in their original location. Test the kitchen equipment.

WORK SEQUENCE

- C. The Work shall be conducted in phases as described above in the work summary.
 - 1. Relocate the kitchen equipment.
 - 2. Demolition of the concrete floor and floor tile
 - 3. Removal of existing pipe
 - 4. Reinstall and test new plumbing items.
 - 5. Fill trenches and install concrete and fluid flooring.
 - 6. Reinstall kitchen equipment.

PART 2 - PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE

- A. Unless otherwise stated in the Contract Documents, Costs for receiving, handling, storage if required, and installation of material and equipment shall be included in the Contract Sum.

2.2 OWNER-FURNISHED PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 11 00

SECTION 01 14 00
WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated on the drawings. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to areas indicated during the pre-construction meeting. After the pre-construction meeting, maps will be provided to indicate the area of operation by awarded contractor.
 - 2. Owner Occupancy: Allow for Owner's use of facility during construction.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 4. Construction hours: Project hours to be determined at pre construction Meeting
 - a. Unless specifically noted otherwise, construction hours shall be
 - 1) Normal business hours are defined as occurring Monday through Saturday between the times of 8:00am to 5:00pm.
 - 2) Normal business hours do not include State recognized holidays in which the Owner is not occupying the building.

1.3 OCCUPANCY REQUIREMENTS

- A. Occupancy: Owner reserves the right to occupy this building during all phases of the project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1, of the Technical Specifications Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 1, of the Technical Specifications Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 1, of the Technical Specifications Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 1, of the Technical Specifications Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms AIA G702.
 - b. Continuation Sheets
 2. Submit the Schedule of Values to the Engineer at earliest possible date but no later than fourteen days before the date scheduled for submittal of initial Applications for Payment.
 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each of the Technical Specifications Section and line item for potential billing against the Construction Contingency Allowance.
1. Identification: Include the following Project information on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Contract number.
 - d. Purchase Order number.
 - e. Contractor's name and address.
 - f. Date of submittal.
 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Technical Specifications Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractors.
 - d. Name of manufacturer or fabricator.
 - e. Name of suppliers.

- f. Change Orders (numbers) that affect value.
 - g. Dollar value.
- 3. Group items that are “Non-Tangible & Non-Taxable and Tangible & Taxable Items” on the Schedule of Values.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include labor and materials and/or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
- 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Provide a separate line item for sales tax on the Schedule of Values.
- 9. Closeout documentation: Provide a separate line item in the Schedule of Values for close out documentation as set forth in the Supplementary Conditions.
- 10. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 11. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involves additional requirements.
- B. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for material and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such material and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such material and equipment stored off the site.
- C. The Contractor warrants that title to all Work covered by an Application and Certificate for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application and Certificate for payment all work for which Certificates for payment have been previously issued and payment received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of claims of liens, claims, security, interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.
- D. Payment Application Times: Each Month, the Owner can make a partial payment to the Contractor on the basis of a duly notarized Application and Certification for Payment approved and certified by the Engineer.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 3. The Owner shall retain five(5%) percent of each payment to up fifty (50%) percent completion of the Contract.

- a. The Owner shall not retain more than ten percent (10%) of any periodic payment due a prime Contractor.
- b. When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Engineer or Owner has been corrected by the Contractor and accepted by the Engineer and Owner. If the Engineer determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application as authorized in this subsection up to the maximum amount of ten percent (5%). The project shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.
- c. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the contract documents, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner:
 - 1) The Owner receives a certificate of substantial completion from the Engineer in charge of the project; or (ii) the Owner receives beneficial occupancy or use of the project. However, the Owner may retain sufficient funds to secure completion of the project or corrections on any work. If the Owner retains funds, the amount retained shall not exceed two and one-half times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the Contractor's surety.
- d. The existence of any third-party claims against the Contractor or any additive change orders to the construction contract shall not be a basis for delaying the release of any retainage on payments.
 - 1) Full payment, less authorized deductions, shall also be made for those trades that have reached one hundred percent (100%) completion of their contract by or before the project is fifty percent (50%) complete if the Contractor has performed satisfactorily. However, payment to the early finishing trades is contingent upon the Owner's receipt of an approval or certification from the Engineer of record or applicable

engineer that the work performed by the subcontractor is acceptable and in accordance with the contract documents.

- 2) Neither the Owner's nor Contractor's release of retainage on payments as part of a payment in full on a line-item of work under 3-d of this section shall affect any applicable warranties on work done by the Contractor or subcontractor, and the warranties shall not begin to run any earlier than either the Owner's receipt of a certificate of substantial completion from the Engineer in charge of the project or the Owner receives beneficial occupancy.
- e. Nothing in this section shall prevent the prime Contractor at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment, and materials; damage to prime Contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by the Owner.
 - f. Nothing in this section shall prevent the Owner from withholding payment to the Contractor in addition to the amounts authorized by this section 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.
4. Provide a separate line item in the Schedule of values for close out documentation.
- F. Transmittal: Submit one (1) original signed and notarized copy of each Application for Payment to the Engineer.
 1. An original signed copy by Vendor and Engineer must be sent to Accounts Payable on every pay app by the Engineer. Address for Accounts Payable to be on the PO.
 - G. With each Application and Certification for payment, the Contractor must furnish for themselves, as well as for all Subcontractors, certified statements stating the cost of the property purchased from each vendor and the amount of sales and/or use taxes paid. See General Conditions, Sales and Use Tax for additional information.

- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- I. Neither Final payment nor any remaining retained percentage shall become due until the Contractor submits the following to the Engineer for approval:
1. An affidavit that payrolls, bills for material and other indebtedness connected with the Work has been paid or otherwise satisfied,
 2. A certificate evidencing that insurance required by the Contract Document to remain in force after Final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,
 3. Consent of surety to Final payment
 4. Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claim of liens, claims security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim of lien. If such claim of lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.
 5. MWBE form E.
 6. A list of all suppliers and subcontractors that were involved with the project. As part of the list, the Contractor shall include the address, phone number, what they supplied or Work performed, and a contact name.
 7. "As-Builts" Drawings and all other specified closeout documents
 8. Maintenance and Operation instructions and guarantees.
- J. Final Payment Application: Submit one original copy of the final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Warranties and Test results required by the Contract Documents.
 2. Updated final statement, accounting for final changes to the Contract Sum.
 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."

4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
5. AIA Document G707, "Consent of Surety to Final Payment."
6. Additional Evidence that claims have been settled if required by the Owner. An example of the evidence could be a letter from a subcontractor indicating that he has been paid in full for the work that he has performed.
7. Certificates from all local and State Governing Agencies as required by Law.
8. Final liquidated damages settlement statement.
9. List of Subcontractors and Suppliers that has contributed to the completion of the Work. The list shall include:
 - a. Material they supplied or type of construction they performed.
 - b. Address
 - c. Contact person
 - d. Phone number
10. M/WBE Form E
11. Final Sales Tax Form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and provisions of the agreement, including General and Supplementary Conditions and all divisions of the Technical Specifications, apply to this Section.

1.2 SUBMITTAL PROCEDURE

- A. General: The Contractor is responsible for providing submittals to the Engineer. Each submittal must be accepted in writing prior to commencement of work.
- B. Submission Requirements: all required submittals electronically in pdf format. to the Engineer for review. The submittals will be returned electronically to the Contractor with comments. Final submittals will require written responses to all Construction Document submittal comments.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as specified below. Time for review shall commence on Engineer's receipt of submittal.
 - 1. Initial Review: Allow 7 workdays for initial review of submittals.
 - 2. Allow 7 workdays for processing each resubmittal.
 - 3. No extension of the contract time will be authorized because of failure to transmit submittals in advance of the work to permit processing.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals and provide a letter describing in detail any proposed changes, substitutions, or deviations from the project or manufacturer's specifications. A written explanation of why substitutions should be considered is required and shall be included under the appropriate tab.
- E. Transmittal and Identification: Package submittals appropriately and include a title page and/or pdf bookmark for each numbered schedule of submittal item identified. Engineer will discard submittals received from sources other than contractor. Include contractor's certification stating that information complies with requirements of the Contract Documents.
- F. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

1.3 SCHEDULE OF SUBMITTALS

The successful contractor shall prepare and submit two (2) submittal note books and one (1) electronic copy to Wolf Trail Engineering prior to scheduling of the pre-construction meeting. Notebooks are to be hard bound ring binders with tabbed dividers separating each section and table of contents. Each submittal notebook shall contain the following:

- A. Emergency Contact List with the name and phone numbers of the contractor's office, project manager, project superintendent, and project foreman. Also list the name, address, and phone numbers of the roofing consultant.
- B. Copy of Contractor's Certificate of Insurance
- C. Copy of the Payment and Performance Bond
- D. Copy of required local permits.
 - 1. The successful contractor shall obtain and deliver to the owner one electronic copy of all applicable building/construction permits as may be required by local authorities prior to work on site. If permits are not required, a letter on the contractor's letterhead shall state that the proper authorities have been contacted and building/construction permits are not required. Include contact information of the responsible authority in the required letter.
- E. Roof Manufacturer's acknowledgement stating they have reviewed these specifications and drawings, and this roofing system will be eligible for a 20-year NDL warrantee at the end of the project.
- F. Copy of all Warranties to meet the requirements of their respective specification section.
- G. Letter describing in detail any proposed changes, substitutions, or deviations from the project or manufacturer's specifications. A written explanation of why substitutions should be considered is required.
- H. Work schedule indicating start date, crew size, completion date, etc.
 - 1. See Section 00 31 13 Preliminary Schedule
- I. Sample Application for Payment including Schedule of Values. Immediately after execution and delivery of the Contract, and before the first partial payment is submitted, the Contractor shall submit to the Owner through the Engineer the following:
 - 1. An Application for Payment on AIA G702.
 - 2. A schedule of values on AIA G703 Continuation Sheet consisting of a detailed breakdown of the Contract amount showing separate figures for labor and

materials. The work listed under the various sections and subsections of the Specifications shall serve as the format for preparation of the following.

- J. The enclosed material lists, and drawings shall serve as a preapproved submittal package for the successful bidder. The material lists herein shall be copied and the proposed materials marked to show the system and materials included in the contractor's bid. Where ASTM specifications are given the contractor shall furnish the name of the material to be used. SDS sheets are required for all materials used and are to be attached to the submittals.
- K. The detail drawings shall be copied from this manual and initialed by the Contractor and shall serve as the shop drawings for the project. See section on substitution of materials for additional instructions.
- L. Upon request, the Contractor shall submit manufacturer's literature on insulation or base sheet and fasteners to be used on the project. The submittal information shall include the type and number of fasteners for the type of base sheet or type and size of insulation board material to be installed, and the quantity of fasteners to be used at perimeters, corners, and the field of the roof wherever mechanical securement of roof system is required by the specifications.
- M. The Contractor shall submit in writing on the form provided, that all materials used on the project do not contain asbestos.
- N. Complete list of materials with Safety Data Sheets (SDS)
- O. Tapered Insulation design & layout. Tapered insulation design must show crickets/saddles. Roof curbs and penetrations must be considered when designing tapered roof insulation system.
- P. Manufacturer's Contractor Certification Certificate, manufacturer's literature, and materials list for proposed roof assembly.
- Q. The contractor shall submit a signed copy of the Jessica Lunsford Act. (See Forms)
- R. Where applicable, the contractor must submit the employee training information listed below for all personnel who disturb asbestos containing materials.
 - 1. Name of employee
 - 2. Last date of training
 - 3. Type of training
 - 4. Copies of personnel accreditation/license.
 - 5. The contractor must submit CERTA training information for all personnel who will be using a torch.
 - 6. Nailing/screwing pattern layout for the insulation from the manufacturer.

- S. Existing damaged/dysfunctional components documentation (videotape, photos, etc.) including but not limited to, asphalt spills, windows, walls, sidewalks, paving, ceilings, etc. Lack of submission prior to commencement of work indicates contractor has discovered no existing damaged components and takes responsibility for any damages caused by operations.

PART 2 - PRODUCTS

2.1 SUBMITTALS

- A. General: Prepare and submit Submittals required herein and by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data is not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Compliance with recognized trade association standards.
 - e. Compliance with recognized testing agency standards.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

- H. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, uplift diagram, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- J. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal, check for compliance with the Contract Documents and note corrections and field dimensions prior to submitting

3.2 ENGINEER'S ACTION

- A. Submittals: Engineer will review each submittal, mark to indicate corrections or modifications required, and return. The Engineer will stamp each submittal item with an action stamp and will mark the stamp appropriately to indicate action taken.
- B. Submittals not required by the contract documents will not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.

1.2 RELATED DOCUMENTS

- A. Drawings and provisions of the Contract, including General and Supplementary Conditions and all divisions of the Technical Specifications, apply to this section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

1.4 SUBMITTALS

- A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. Quality Assurance will be performed in accordance with governing codes, referenced or established standards, or industry standards.
- B. Control of Installation
 1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
 2. Comply with manufacturers' instructions, including each step-in sequence.
 3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
 4. Comply with specified standards as the minimum quality for the Work, except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

5. Only allow work to be performed by person qualified to produce workmanship of specified quality.
 6. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- C. Tolerances
1. Monitor tolerance control of installed products to produce acceptable work. Do not permit tolerance to accumulate.
 2. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
 3. Adjust products to appropriate dimensions; position before securing products in place.
- D. It is the intent under this project that workmanship shall be of the best quality consistent with the materials and construction methods specified. The Owner and Engineer shall have the authority to judge the quality and require replacement of unacceptable work or personnel at any time.
- E. All contractors shall cooperate shall plan their work in such manners as to avoid conflicting schedules or delays of work. If any part of a Contractor's work depends upon the work of another Contractor, defects, which may affect that work, shall be reported to the Engineer in order that prompt inspection may be made, and defects corrected. Commencement of work by a Contractor where such a condition exists will constitute acceptance of the other Contractor's work as being satisfactory in all respects to receive the work commenced, except defects, which may later develop. The work of all trades under this contract shall be closely coordinated in such a manner as to obtain the best possible workmanship for the entire project. All components of the work shall be installed in accordance with the best practices of the particular trade. The General Contractor is responsible for advising the Owner sufficiently in advance of operations to allow for assignment of personnel.
- F. Materials or methods described by words which, when applied, have a well-known technical or trade meaning will be held to refer to such recognized standard. Standard specifications or manufacturer's literature, when referenced, shall be of the latest revision or printing unless otherwise stated, and are intended to establish the minimum requirements acceptable.
- G. All materials shall be new, all materials and workmanship shall be in every respect in accordance with the best modern practice.
- H. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or accepted, such materials shall be delivered to the site in original packages or containers with seals unbroken and labels intact and shall not be opened until inspected and approved by the Engineer. The contractor shall notify the Engineer prior to such material's delivery.

- I. The Contractor's Foreman or Superintendent to maintain one complete set of the contract documents and approved submittals on the job site.
- J. Contractor shall be responsible to correct deficiencies identified by Engineer of non-conforming work within 24 hours of receipt of notification, either verbally or written, and shall submit a plan of action for addressing the deficiencies or non-conforming work. Further tear-off or commencement of other work shall not occur until all deficiencies or non-conforming work are properly addressed.
- K. At any time during the construction and completion of work covered by these specifications, if the conduct of any workman of the various crafts is determined unsuitable or a nuisance to the Owner or Engineer, or if the workman considered incompetent or detrimental to the work, the Contractor shall order such party removed immediately from the grounds. The person shall not return at any time during the remainder of the course of work on the project.
- L. During the performance of any work by the Contractor or subcontractors, the Contractor shall provide, for the entire length of the project, a full-time onsite superintendent/representative meeting the following requirements:
 - 1. For the purpose of these specifications the designation "superintendent" is hereby defined as the individual present on the job site at all times while work is being performed, and whose primary responsibility is to supervise and direct the performance of the work.
 - 2. The superintendent shall always attend the project site meetings during the progress of the work. His duties as superintendent shall be limited to this project only. The superintendent shall supervise and instruct workmen without engaging in the work process. Should the superintendent be absent temporarily from the project at any time, he shall designate a competent foreman to assume duties. During the superintendent's absence the foreman shall not engage in the work process but shall supervise and instruct only. Likewise, any communications given to the foreman shall be as binding as if given to the superintendent.
 - 3. It shall be the superintendent's responsibility to communicate all matters pertaining to the work with the Owner and/or Engineer. In case of emergency or safety, the superintendent shall communicate directly with the Owner. No decisions regarding changes in the work will be made without the Owner's knowledge.
 - 4. Decision making authority and ability.
 - 5. Able to demonstrate knowledge of work being installed.
 - 6. Fluent in the English language (i.e., reading, writing and speaking).
 - 7. In possession of a mobile telephone at all times.
- M. Specialists: Certain sections of the specifications require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists shall satisfy the qualification requirements indicated and shall be engaged for the activities indicated.

1.6 QUALITY CONTROL

- A. The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.
- B. Contractor's Responsibilities:
 - 1. Repair and protection of work and materials
 - 2. Should any work or materials not conform with requirements of the specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced, together with any work disarranged by such alterations. At any time before completion and acceptance of the project, all such work shall be done at the expense of the contractor.
 - 3. Coordinate documents with manufacturer and perform such testing, reporting, and communication incidental to provisions of the warranty procedures.
 - 4. Inclement Weather
 - a. In the event of temporary suspension of work as during inclement weather, or directed by the the Engineer, the contractor will carefully protect its work and materials against damage or injury from weather. If, in the opinion of the Engineer, any work or materials have been damaged or injured by reason of failure of the Contractor to protect its work, such materials shall be removed and replaced at the expense of the contractor.
 - b. During inclement weather and temporary suspension of work, the contractor shall inspect the facility each day for leaks and perform temporary repairs if necessary. Inspections shall be made daily during extended periods of inclement weather.
 - c. Should inclement weather occur after normal business hours evenings, and Sunday or holidays, Contractor shall make arrangements with the Owner to provide access to the building to inspect for leaks.
- C. Manufacturer's Field Services: During construction and until substantial completion, manufacturer's representative shall perform quality assurance site visits monthly to ensure materials are being properly installed and as required to obtain the specified warranty.
 - 1. The first site visit shall be performed within the first three (3) days of operations.
 - 2. Coordinate all site visits with Engineer. Submit reports of findings within one week of inspection. Payment applications will be rejected until applicable reports are received.
 - 3. Inspections to be performed by an employee of the selected manufacturer that is assigned full time to their technical services department. Sales personnel will not be acceptable for this function and may result in rejection of the work installed that does not fulfill this requirement.
 - 4. The manufacturer's final inspections shall be performed only with Wolftrail Engineering personnel in attendance. A minimum of seven days' written notice is required. Any manufacturer's final inspection conducted without Wolftrail

Engineering personnel in attendance will be repeated at no additional cost to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Comply with the Contract Document requirements for Section 01 73 29-Cutting and Patching.
- C. Protect construction exposed by or for quality-control service activities.
- D. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality- control services.

END OF SECTION 01 40 00

SECTION 01 42 00
REFERENCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements relating to Referenced Standards.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations
- H. "Provide": Furnish and install, complete and ready for the intended use

- I. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub- subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- J. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents

1. Accessibility Guidelines for Buildings and Facilities. Available from Access Board www.access-board.gov
2. CFR - Code of Federal Regulations. Available from Government Printing Office www.access.gpo.gov/nara/cfr
3. FED-STD - Federal Standard (See FS)
4. FS - Federal Specification. Available from National Institute of Building Sciences www.nibs.org

1.5 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents.

1. AA - Aluminum Association, Inc. (The) www.aluminum.org
2. ACI - American Concrete Institute/ACI International www.aci-int.org
3. ACPA - American Concrete Pipe Association www.concrete-pipe.org
4. AGC - Associated General Contractors of America (The) www.agc.org
5. AHA - American Hardboard Association www.ahardbd.org
6. AI - Asphalt Institute www.asphaltinstitute.org
7. AIA - American Institute of Architects (The) www.aia.org
8. AIE - American Institute of Engineers www.aieonline.org
9. AISC - American Institute of Steel Construction www.aisc.org
10. AISI - American Iron and Steel Institute www.steel.org
11. ALCA - Associated Landscape Contractors of America www.alca.org
12. ALSC - American Lumber Standard Committee www.alsc.org
13. ANLA - American Nursery & Landscape Association www.anla.org
14. ANSI - American National Standards Institute www.ansi.org
15. APA - The Engineered Wood Association www.apawood.org
16. APA - Architectural Precast Association www.archprecast.org

17. ASCE - American Society of Civil Engineers www.asce.org
18. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers
www.ashrae.org
19. ASME - ASME International (The American Society of Mechanical Engineers International) www.asme.org
20. ASTM - American Society for Testing and Materials www.astm.org
21. AWI - Architectural Woodwork Institute www.awinet.org
22. AWPA - American Wood-Preservers' Association www.awpa.com
23. AWS - American Welding Society www.aws.org
24. BHMA – Builders Hardware Manufacturers Association www.buildershardware.com
25. BIA - Brick Industry Association (The) www.bia.org
26. CCFSS - Center for Cold-Formed Steel Structures www.umn.edu/~ccfss
27. CDA - Copper Development Association Inc. www.copper.org
28. CIMA - Cellulose Insulation Manufacturers Association www.cellulose.org
29. CISCA - Ceilings & Interior Systems Construction Association www.cisca.org
30. CISPA - Cast Iron Soil Pipe Institute www.cispi.org
31. CLFMI - Chain Link Fence Manufacturers Institute www.chainlinkinfo.org
32. CPA - Composite Panel Association (Formerly: National Particleboard Association)
www.pbmdf.com
33. CPPA - Corrugated Polyethylene Pipe Association www.cppa-info.org
34. CRSI - Concrete Reinforcing Steel Institute www.crsi.org
35. CSI - Construction Specifications Institute (The) www.csinet.org
36. DHI - Door and Hardware Institute www.dhi.org
37. EIMA - EIFS Industry Members Association www.eifsfacts.com
38. EJMA - Expansion Joint Manufacturers Association, Inc. www.ejma.org
39. FMG (FM) - FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com
40. GA - Gypsum Association www.gypsum.org

41. GANA - Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) www.glasswebsite.com/gana
42. HPVA - Hardwood Plywood & Veneer Association www.hpva.org
43. IGCC - Insulating Glass Certification Council www.igcc.org
44. LGSJ - Light Gage Structural Institute www.loseke.com
45. MBMA - Metal Building Manufacturers Association www.mbma.com
46. MCA - Metal Construction Association www.metalconstruction.org
47. MFMA - Metal Framing Manufacturers Association www.metalframingmfg.org
48. MIA - Marble Institute of America www.marble-institute.com
49. NAAMM - National Association of Architectural Metal Manufacturers www.naamm.org
50. NAIMA - North American Insulation Manufacturers Association (The) www.naima.org
51. NCMA - National Concrete Masonry Association www.ncma.org
52. NCPI - National Clay Pipe Institute www.ncpi.org
53. NECA - National Electrical Contractors Association www.necanet.org
54. NEMA - National Electrical Manufacturers Association www.nema.org
55. NETA - International Electrical Testing Association www.netaworld.org
56. NFPA - National Fire Protection Association www.nfpa.org
57. NFRC - National Fenestration Rating Council www.nfrc.org
58. NGA - National Glass Association www.glass.org
59. NHLA - National Hardwood Lumber Association www.natlhardwood.org
60. NLGA - National Lumber Grades Authority www.nlga.org
61. NPA - National Particleboard Association (See CPA)
62. NRCA - National Roofing Contractors Association www.nrca.net
63. NRMCA - National Ready Mixed Concrete Association www.nrmca.org
64. NSA - National Stone Association www.aggregates.org
65. NTMA - National Terrazzo and Mosaic Association, Inc. www.ntma.com

66. NWWDA - National Wood Window and Door Association (See WDMA)
67. PCI - Precast/Prestressed Concrete Institute www.pci.org
68. PDCA - Painting and Decorating Contractors of America www.pdca.com
69. PDI - Plumbing & Drainage Institute www.pdionline.org
70. RCSC - Research Council on Structural Connections www.boltcouncil.org
71. RMA - Rubber Manufacturers Association www.rma.org
72. SDI - Steel Deck Institute www.sdi.org
73. SDI - Steel Door Institute www.steeldoor.org
74. SGCC - Safety Glazing Certification Council www.sgcc.org
75. SIGMA - Sealed Insulating Glass Manufacturers Association www.sigmaonline.org/sigma
76. SJI - Steel Joist Institute www.steeljoist.org
77. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association
www.smacna.org
78. SPFA - Spray Polyurethane Foam Alliance(Formerly: SPI/SPFD - The Society of the
Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org
79. SPI - The Society of the Plastics Industry www.plasticsindustry.org
80. SPIB - Southern Pine Inspection Bureau (The) www.spib.org
81. SPRI - SPRI (Single Ply Roofing Institute) www.spri.org
82. SSINA - Specialty Steel Industry of North America www.ssina.com
83. SSMA - Steel Stud Manufacturers Association (Formerly: ML/SFA - Metal Lath/Steel
Framing Association) www.ssma.com
84. SSPC - The Society for Protective Coatings www.sspc.org
85. SWI - Steel Window Institute www.steelwindows.com
86. TCA - Tile Council of America, Inc. www.tileusa.com
87. TPI - Truss Plate Institute
88. UL - Underwriters Laboratories Inc. www.ul.com

89. WDMA - Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com

90. WMMPA - Wood Moulding & Millwork Producers Association www.wmmpa.com

91. WWPA - Western Wood Products Association www.wwpa.org

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents.

1. BOCA - BOCA International, Inc. www.bocai.org

2. IAPMO - International Association of Plumbing and Mechanical Officials (The) www.iapmo.org

3. ICBO - International Conference of Building Officials www.icbo.org

4. ICC - International Code Council (Formerly: CABO - Council of American Building Officials) www.intlcode.org

5. SBCCI - Southern Building Code Congress International, Inc. www.sbcci.org

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up to date as of the date of the Contract Documents.

1. CPSC - Consumer Product Safety Commission www.cpsc.gov

2. EPA - Environmental Protection Agency www.epa.gov

3. OSHA - Occupational Safety & Health Administration www.osha.gov

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.2 RELATED DOCUMENTS

- A. Drawings and provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

1.3 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.4 SCHEDULE OF SUBMITTALS

- A. Conditions of Use: The following conditions apply to the use of temporary services and facilities by all parties engaged in the work.
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.
- B. Parking and Traffic Control: Contractor shall be responsible for obtaining and erecting street/parking lot signage as necessary to divert traffic away from staging areas, etc. Contractor is to coordinate signage requirements with the Owner and Engineer. All associated costs are to be borne by the Contractor. Contractor shall provide area for parking for subcontractors, Engineer, and Owner representatives.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by the Engineer. Provide materials suitable for use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide non-permanent bases for support.
- C. Water: Potable.
- D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- E. Electrical Outlets: Provide properly configured NEMA polarized outlets that prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset buttons and pilot lights for connection of power tools and equipment within 100 feet of all work areas. All temporary electrical systems should be inspected and tested on a regular basis. Contractor shall document these inspections.
- F. Electrical Power Cords: All Contractors shall provide UL tested and labeled, grounded "hard service" cords of an appropriate gauge for the intended application. Provide waterproof connectors as needed to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. All electrical cords shall be inspected on a regular basis (Quarterly at a Minimum) and identification of inspection must be visible, i.e. mark with colored tape or tag
- G. Scaffolds: Scaffolds should be built in their entirety and not left unfinished or in an unsafe condition. All scaffolds must be tagged to indicate the latest inspection. Scaffolds should be tied into the structure as close to a 3:1 ratio as possible and repeated tie-ins shall follow OSHA guidelines. All scaffolds shall have safe access with stairs being the first choice over a ladder. Scaffolds should include netting on upper levels if there is any possibility for materials to fall over the toe boards, per OSHA guidelines.
- H. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "ABC" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes suited for the exposures.

1. Comply with NFPA 10 and 241 for classification of extinguishing agent and size required by location and class of fire exposure.
2. Provide an appropriate number of designated fire watch individuals with fully charged fire extinguishers, welding blankets and welding screens as required to limit risks associated with welding, cutting, and burning or any other activity which has the potential to cause a fire. All Hot work shall be done under a permit system.

PART 3 - EXECUTION

3.1 GENERAL

- A. Locate facilities where they will serve project adequately and result in minimum interference with the performance of the work.

3.2 PROJECT SITE LOGISTICS

- A. The Contractor shall develop a detailed site logistics plan for review and coordination with the Owner. The logistics plan shall be discussed with all site personnel and updated monthly by the Contractor. The logistics plan should include the following information:
 1. Staging areas
 2. Material storage area
 3. Dumpster location(s)
 4. Temporary toilet locations
 5. Delineation of site fencing
 6. Other pertinent information
- B. The Contractor shall separate pedestrian and vehicular traffic from their staging and material storage area, using barriers, cones, or similar materials and provide signage delineating routes.
- C. The Contractor is responsible for always keeping the project site in a clean and orderly fashion.
- D. The Contractor shall provide signs throughout the site where necessary to provide clear instruction (i.e., "No Smoking", "No Entry", "Emergency Exit", etc.) All signage shall be provided in English and Spanish.

3.3 LIFTING EQUIPMENT

- A. Where cranes and other lifting equipment are required, the Contractor shall develop and maintain a plan to execute the work in a safe manner. The plan should include the following items at a minimum:
 - 1. Erection, climbing and dismantling process
 - 2. Inspection process for all equipment and rigging
 - 3. Exclusion zones
 - 4. Maintenance processes
 - 5. Identification of Qualified/Competent persons
 - 6. Lifting plan
 - 7. Process for identifying and working around aerial hazards
 - 8. Signalmen communication
 - 9. Working around energized lines
 - 10. Ground conditions and underground hazard
- B. The Contractor is responsible for ensuring that all cranes and lifting equipment are certified for use by a Qualified/Competent person prior to first use and annually (at a minimum).
- C. The Contractor is responsible for ensuring that all cranes and lifting equipment are inspected as required by a third party Qualified/Competent person.

3.4 TEMPORARY UTILITY INSTALLATION

- A. **Water Service:** Water for construction purposes will be available from the Owner at no charge. The contractor shall operate exterior hose bids only with properly fitted handles which shall be removed at the end of each workday. Any damage to hose bids or hose bib stems shall be repaired by the contractor. Hose bibs shall not be operated with pliers.
- B. **Sanitary Facilities:** Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities. Facilities will be located at sites approved by Owner.
 - 1. **Disposable Supplies:** Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. **Toilets:** Install self-contained toilet units. Shield toilets to ensure privacy.
 - 3. **Drinking-Water Facilities:** Provide bottled-water, drinking-water units.
- C. **Electrical Power Service:** Contractor shall provide portable generators for all electrical power requirements.

- D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

3.5 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access. Coordinate with Engineer on location.
 - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 3. Maintain support facilities until near Final Acceptance. Remove before Final Acceptance. Personnel remaining after Final Acceptance will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- C. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
 - 1. Prepare temporary signs to provide directional information to construction personnel and visitors.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Section 01 74 00 Cleaning and Waste Management for progress cleaning requirements.
 - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- E. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.

3.6 SECURITY AND INSPECTION FACILITIES

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other

undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

- B. Material Storage Enclosure Fence: Install enclosure fence with lockable gates to completely enclose and hide the materials storage, or store as much material in locked trailers as practicable.
- C. Provide, erect, and always maintain six (6) foot chain link fence with lockable gates around the asphalt kettle.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- G. Protection of adjacent roof areas: Contractor shall provide protection to adjacent roof systems in the form of
- H. $\frac{3}{4}$ " CDX plywood over 1.5" rigid insulation with warning flags on both sides. All foot and equipment traffic shall be limited to protected walkways.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Acceptance.

END OF SECTION 01 50 00

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products, materials, and equipment for use in the Project.
- B. The Contractor's construction schedule and the Schedule of Submittals are included in Section 01 33 00 - Submittal Procedures.
- C. Administrative procedures for handling requests for substitution made after award of the Contract are included in Section 01 25 00 - Substitution Procedures

1.2 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes" "accessories" and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product": includes the terms "material", "equipment", "system" and terms of similar intent.
 - 2. "Named Products" are items identified by manufacturer's product name, including the make or model designation, as indicated in the manufacturer's published product literature, current as of the date of the Contract Documents.
 - 3. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
 - 4. "Equipment" is a product with operational parts; whether motorized or manually operated that requires service connections such as wiring or piping.

1.3 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the project; the product selected shall be compatible

with products previously selected even if the previously selected products were also options.

1. If a dispute arises between Contractors over concurrently selectable, but incompatible products, the Engineer will determine which products shall be retained and which are incompatible and must be replaced.

C. Owner's Right of Final Approval: The Owner reserves the right of final approval of all labor, material, and equipment.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle products in accordance with the manufacturer's recommendations using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Transport and handle products in accordance with manufacturer's instructions.
2. Promptly inspect shipments to ensure that products comply with requirements, that quantities are correct, and products are undamaged.
3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
4. Store and protect products in accordance with manufacturers' instructions, with seals and labels intact and legible.
5. Store sensitive products in weather tight, climate-controlled enclosures.
6. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
7. For exterior storage of fabricated products, place on sloped supports, above ground.
8. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
9. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
10. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
11. Always maintain storage in a neat and clean condition.

12. The owner's representative will not receive contractor materials, nor sign shipping bills. On-site storage shall be in areas designated by the Contractor, with the approval of the Owner.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the contract documents that are undamaged and, unless otherwise indicated, unused at the time of installation.
 1. Provide products complete with all accessories, trims, finishes, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Reference in the project manual, or on the drawings to an article device, product, material, fixture, form, or type of construction by name, make or catalog number (product or method) whether or not followed by "or equal" establishes a standard of quality, and does not eliminate from competition other products or methods of equal or better quality by other manufacturers, where fully suitable, as approved by the Engineer. Applications for approval of substitutions for the specified products or methods will be considered only upon request of the Contractor, not of Subcontractors individual trades or suppliers, and only for a specific purpose; no blanket approvals will be granted. No approval of a substitution will be valid unless it is in written form and submitted in accordance with 01 25 00 Substitution Procedures.
- B. Product Selection Procedures: Product selection is governed by the contract documents and governing regulations, not by previous project experience. Procedures governing product selection include the following:
 1. Semi-proprietary specification requirements: Where two (2) or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted. Where products or manufacturers are specified by name, accompanied by the term "or equal", or "or approved equal", comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 2. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not

restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.

3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with the Contract requirements.
4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated. Overall performance of a product is implied where the product is specified for a specific application. Manufacturer’s recommendations may be contained in published product literature or by the manufacturer’s certification of performance.
5. Compliance with Standards, Codes and Regulations: Where the Specifications only requires compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Engineer’s decision will be final on whether a proposed product matches satisfactorily. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with the provisions of the Contract Documents concerning “substitutions” for selection of a matching product in another product category or seek the Engineers recommendation in writing.
7. Visual Selection: Where specified product requirements include the phrase “...as selected from manufacturer’s standard colors, patterns, textures...” or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer’s instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01 60 00

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and supervisory requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
- C. The Contractor shall do all cutting, fitting, or patching of his work that may be required to ensure various parts fit together properly and are prepared to receive or be received by Work of others as indicated or reasonably implied by the drawings and specifications for the completed structure. The Contractor will make corrections as the Engineer may direct.
- D. The contractor shall be responsible for any defective work or ill-timed work.
- E. The Contractor shall not endanger any existing or newly completed work by cutting, digging or other activity and shall not cut or alter the work of any other prime contractor except with the consent of the Engineer.
- F. Cutting and patching should be performed by workers skilled in the trade and sequenced to avoid delays.
- G. The Contractor shall not perform cutting or patching operations that impact the structural, functional, or aesthetic qualities of the work.

1.2 SUBMITTALS

- A. Cutting and Patching Plan: Where approval of procedures for cutting and patching is required before proceeding, the Contractor shall submit a plan describing procedures well in advance of the time the cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the plan:
 - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform Work.
 - 4. Indicate dates when cutting and patching is to be performed.

5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.
7. Approval by the Engineer to proceed with cutting and patching does not waive the Engineer's right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 1. Obtain written approval of the Engineer and Structural Engineer for the cutting and patching proposed before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Lintels.
 - f. Timber and primary wood framing.
 - g. Structural decking.
 - h. Stair systems.
 - i. Miscellaneous structural metals.
 - j. Exterior curtain wall construction.
 - k. Equipment supports.
 - l. Piping, ductwork, vessels, and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Engineer's professional judgment, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Retain the original installer or fabricator, if possible, to cut and patch any Work that remains exposed. Remove and replace any Work that is cut and patched in a visually unsatisfactory manner.
- D. Coordination: The Contractor is responsible for coordinating the work to minimize the amount of cutting and patching.
 - 1.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials and that fully match existing adjacent surfaces as much as possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces examine surfaces to be cut and patched and conditions under which cutting, and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, make corrections before proceeding.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect existing construction or finishes during cutting and patching operations to prevent damage. Provide protection from adverse weather conditions for any portions of the project that might be exposed during cutting and patching operations.

3.2 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction to provide for installation of other components or performance of other construction activities and provide the subsequent fitting and patching required to restore surfaces to their original condition. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering, and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed areas.
 - 3. Cut through concrete and masonry using appropriate cutting equipment such as a carborundum saw or diamond core drill.

4. Comply with requirements of applicable Specification Sections where cutting and patching requires excavating and backfilling.
 5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Conspicuously label any abandoned sections of pipe or conduit and, If required, support remaining sections. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even plane surface of uniform appearance and color. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken area containing the patch, after the patched area has received primer and second coat.
 4. Patch, repair, or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.
- D. Cutting and patching shall be the responsibility of the trade whose work requires the cutting and patching unless specifically detailed and assigned in the Contract Documents. All patching shall be performed by qualified mechanics experienced in the specialty involved, to the standards of the project specifications. The Contractor shall coordinate all cutting and patching with the Owner's representative prior to commencement of the work.
- E. Renovation Project Procedures
1. Materials: As specified in technical sections, match existing products and Work.
 2. Employ skilled and experienced installer to perform cutting and patching.
 3. Remove, cut, and patch materials in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
 4. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with a neat transition to adjacent finishes.
 5. Where new work abuts or aligns with existing, provide a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.
 6. When a smooth transition with new Work is not possible, submit recommendation to Engineer for review. Terminate existing surface along a straight line at a natural line of division when possible.

7. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.
 8. Finish surfaces as specified in individual Product sessions.
 9. Cutting and patching shall be done in a manner such that the patched surfaces are compatible with the surfaces in which the repairs were made, both structurally and aesthetically as deemed appropriate by the Project Engineer.
- F. Restoration: Restore existing work, including concealed work not indicated or specified to be modified, and which is damaged or otherwise affected by The Contractor's operations, to a condition equal to that, which existed before the work was commenced. Use workers skilled in reconstruction and alteration work where new construction adjoins, connects to, or abuts existing work. Join new Work to existing Work in such a manner as to make the joining as inconspicuous as possible. Obvious patching of damaged Work will not be acceptable. At the completion, ensure that the buildings and grounds are in first-class condition within the intent of these specifications, with new parts well joined to the old as required, all connections completed, and facilities in full working condition.

3.3 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching performed where required for construction or used as access. Leave work in an acceptable completed condition.

END OF SECTION 01 73 29

SECTION 01 74 13
PROGRESS AND FINAL CLEANING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for progress cleaning and final cleaning.

1.2 ACTION SUBMITTALS

- A. Product Data:
 - 1. Cleaning Products: Indicate compliance with quality assurance requirements.
 - 2. Disinfectants, metal polish, floor finishes, and strippers: Indicate compliance with quality assurance requirements.
- B. Equipment Data: Indicate equipment used for final cleaning complies with quality assurance requirements.
- C. Product Application Schedule: Schedule of cleaning products indicating application for each type of product.
- D. Final Cleaning Program: Description of cleaning procedures and product applications for final cleaning for each type of room, surface and material.

1.3 QUALITY ASSURANCE

- A. Worker Qualifications: Provide cleaning services performed by experienced firm specializing in cleaning of new construction of similar type and scope, employing workers trained by suppliers of products and equipment utilized in progress and final cleaning.
- B. Equipment Certification: Perform final cleaning utilizing vacuum equipment certified under Carpet and Rug Institute Green Label program, equipped with HEPA filters.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials, General: Do not introduce cleaning agents, disinfectants, metal polishes, floor strippers, or other products into the facility that are not listed on the approved product application schedule.
- B. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Unless otherwise indicated, use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 – EXECUTION

3.1 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials for more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
- B. Site: Maintain site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 3. Sweep the parking lot and drive with a magnet **daily**.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure

protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.2 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Leave Project clean and ready for occupancy.
- B. Cleaning: Clean each surface or unit to the quality level specified. Comply with product manufacturers and equipment manufacturers' written instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

1. Project Site

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean, wash walkways clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.

2. Building Exterior and Interior

- a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- b. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- c. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- d. Remove labels and protective films that are not permanent.
- e. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- f. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint from surface to provide intended readability.

- g. Clean both sides of the first floor, and the interior of second floor and higher, windows and vision lights.
- h. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."
- i. Do not utilize storm drain system for disposal of any water.

END OF SECTION 01 74 13

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
 - 1. Material category
 - 2. Generation points of waste
 - 3. Total quantity of waste in tons
 - 4. Quantity of waste salvaged, both estimated and actual in tons
 - 5. Quantity of waste recycled, both estimated and actual in tons
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste

- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- F. Submittal: Letter signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements have been met.

1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a waste management coordinator.

- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. The plan shall consist of waste identification, waste reduction work plan,

and cost/revenue analysis. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Hazardous materials: Indicate how and where mercury containing materials will be disposed including name, address and phone number of authorized vendor that will be responsible for the pickup, transport, & disposal & of mercury containing materials including all associated processing paperwork & recycling certifications.
 - 7. Handling and Transportation Procedures: include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls".
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at the Project site full-time during the duration of the project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING, DEMOLITION AND CONSTRUCTION WASTE

- A. General: Recycle paper and beverage containers used by on-site workers
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substance deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 1. Pulverize concrete to maximum 1-1/2-inch size.
 2. Crush concrete and screen to comply with requirements in Division 31 Section "Earth Moving" for use as satisfactory soil for fill or sub-base.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- F. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- G. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- H. Conduit: Reduce conduit to straight lengths and store by type and size.

3.4 RECYCLING CONSTRUCTION WASTE

- A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate, and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.5 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

D. Disposal/Mercury containing materials: Remove mercury from Owner's property and legally dispose of mercury containing items. Provide records & certifications documenting the disposal.

END OF SECTION 01 74 19

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for warranties required by the Contract Documents including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General close-out requirements are included in Section 01 77 00 - Closeout Procedures.
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Specification Sections and as indicated.
 - 4. Certifications and other commitments and agreements for continuing services to the Owner are specified elsewhere in the Contract Documents.

- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

- C. All warranties are in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed by Seller. In addition to its rights to reject nonconforming goods, The Owner shall be entitled to all rights and remedies provided by the uniform Commercial Code for breach of express warranties and implied warranties of merchantability and fitness for a particular purpose, including but not limited to consequential and incidental damages.

- D. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

1.2 SUBMITTALS

- A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period,

submit properly executed warranties to the Engineer within fifteen (15) days of completion of that designated portion of the Work only when occupancy is substantially ahead of original planned occupancy and not identified in the schedule contained in the Contract Documents

- B. When a special warranty is required to be executed by the Contractor or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification ready for execution by the required parties. Submit a draft to the Owner through the Engineer for approval prior to final execution.
 - 1. Refer to individual Specification Sections for specific content requirements and particular requirements for submittal of special warranties.
- C. Form of Submittal: Organize the warranty documents as specified in 017700.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF WARRANTIES

- A. Schedule: Provide warranties on products and installations as indicated in Specification Sections for warranty requirements
 - 1. Roofing System Warranty as outlined in corresponding section.
 - 2. Pre-finished Sheet Metal Finish Warranty as outlined in Section 07 62 00.
 - 3. Contractor's Two (2) Year Warranty on their company letterhead using sample contained in the Project Manual.
 - a. Contractor will be required to attend a post construction field inspection no earlier than twenty -three (23) months and no later than twenty-four (24) months after the date of Substantial Completion and complete any corrective action requested by Owner, Engineer, or Manufacturer at no additional cost to the Owner.
 - 4. Contractor's Certification of Asbestos Free Compliance.

END OF SECTION 01 78 36

**SECTION 033000
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ACI PRC-213 - Guide for Structural Lightweight-Aggregate Concrete; 2014 (Reapproved 2023).
- B. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).
- C. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.
- D. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction; 2015.
- E. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- F. ACI PRC-305 - Guide to Hot Weather Concreting; 2020.
- G. ACI PRC-306 - Guide to Cold Weather Concreting; 2016.
- H. ACI PRC-308 - Guide to External Curing of Concrete; 2016.
- I. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- J. ACI SPEC-301 - Specifications for Concrete Construction; 2020.
- K. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2025.
- L. ASTM A820/A820M - Standard Specification for Steel Fibers for Fiber-Reinforced Concrete; 2016.
- M. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2024a.
- N. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 50 mm [2 in.] Cube Specimens); 2024.
- O. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2024.
- P. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2024.
- Q. ASTM C595/C595M - Standard Specification for Blended Hydraulic Cements; 2021.
- R. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2025a.
- S. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing; 2025.
- T. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2024.
- U. ASTM C1116/C1116M - Standard Specification for Fiber-Reinforced Concrete; 2023.
- V. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.
- W. ASTM C1708/C1708M - Standard Test Methods for Self-Leveling Mortars Containing Hydraulic Cements; 2025.
- X. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2024.
- Y. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2017 (Reapproved 2023).

1.02 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.

- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
 - 1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.
- C. Mix Design: Submit proposed concrete mix design.
 - 1. Indicate proposed mix design complies with requirements of ACI SPEC-301, Section 4 - Concrete Mixtures.
 - 2. Indicate proposed mix design complies with requirements of ACI CODE-318, Chapter 5 - Concrete Quality, Mixing and Placing.
 - 3. Indicate proposed mix design complies with fiber reinforcing manufacturer's written recommendations.

1.03 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.

2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).

2.03 CONCRETE MATERIALS

- A. Blended Hydraulic Cement: ASTM C595/C595M, Type IS(20).
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.
- E. Structural Fiber Reinforcement: ASTM C1116/C1116M.
 - 1. Fiber Length: 1.5 inch, nominal.
 - 2. Fiber Type: Alkali-resistant synthetic.
 - a. Products:
 - 1) GCP Applied Technologies; STRUX 90/40: www.gcpat.com/#sle.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- D. High Range Water Reducing Admixture: ASTM C494/C494M Type F.
- E. Water Reducing and Accelerating Admixture: ASTM C494/C494M Type E.

2.05 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder:
 - 1. Sheet Material: ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. Single-ply polyethylene is prohibited.
 - 2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
- B. Self-Leveling Cementitious Concrete Floor Topping:

1. Minimum Compressive Strength at 28 Days, ASTM C1708/C1708M: 7,000 pounds per square inch (48 MPa).

2.06 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.

2.07 CURING MATERIALS

- A. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.

2.08 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301.
 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended or required by manufacturer.
- D. Fiber Reinforcement: Add to mix at rate of 3 pounds per cubic yard (0.89 kg per cu m), or as recommended by manufacturer for specific project conditions.

2.09 MIXING

- A. Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.
 1. Fiber Reinforcement: Batch and mix as recommended by manufacturer for specific project conditions.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI SPEC-301. Design and fabricate forms to support all applied loads until concrete is cured and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
 1. Use latex bonding agent only for non-load-bearing applications.
- E. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI SPEC-301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI PRC-304.

3.05 SEPARATE FLOOR TOPPINGS

- A. Prior to placing floor topping, roughen substrate concrete surface and remove deleterious material. Broom and vacuum clean.
- B. Place required dividers, edge strips, reinforcing, and other items to be cast in.
- C. Apply bonding agent to substrate in accordance with manufacturer's instructions.

3.06 CONCRETE FINISHING

3.07 CURING AND PROTECTION

- A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

3.08 DEFECTIVE CONCRETE

END OF SECTION

**SECTION 096700
FLUID-APPLIED FLOORING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fluid-applied flooring and base.

1.02 REFERENCE STANDARDS

- A. ANSI/ESD STM7.1 - The Protection of Electrostatic Discharge Susceptible Items Flooring Systems Resistive Characterization; 2021.
- B. ASTM D570 - Standard Test Method for Water Absorption of Plastics; 2022.
- C. ASTM D638 - Standard Test Method for Tensile Properties of Plastics; 2022.
- D. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics; 2023.
- E. ASTM D905 - Standard Test Method for Strength Properties of Adhesive Bonds in Shear by Compression Loading; 2008 (Reapproved 2021).
- F. ASTM D4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser; 2025.
- G. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.
- H. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available.
- C. Samples: Submit two samples, 6"x6" in size illustrating color and pattern and finish for each floor material for each color specified.
- D. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and application rate for each coat.

1.04 MOCK-UPS

- A. Construct mock-up(s) of fluid applied flooring to serve as basis for evaluation of texture and workmanship.
 - 1. Number of Mock-Ups to be Prepared: One.
 - 2. Use same materials and methods for use in the work.
 - 3. Use approved design samples as basis for mock-ups.
 - 4. Locate where directed.
 - 5. Minimum Size: 48 inches by 48 inches (1220 mm by 1220 mm).

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store resin materials in a dry, secure area.

1.06 FIELD CONDITIONS

- A. Maintain minimum temperature in storage area of 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Flooring:

2.02 FLUID-APPLIED FLOORING SYSTEMS

- A. Fluid-Applied Flooring Type: Key Quartz B-125 – Bases of Design

- B. Epoxy base coats, with broadcast aggregate.
 - 1. Aggregate: Quartz granules.
 - a. Blended quartz sand for base.
 - b. Color coated quartz with a minimum Mohs. hardness of 6.
 - c. Matrix: Matrix-epoxy/aggregate composition.
 - d. Grout and Topcoats:
 - e. Clear two component, chemical resistant epoxy grout and sealer
 - 2. Top Coat: Chemical Resistant Epoxy.
 - 3. System Thickness: 1/8 inch (3.2 mm), nominal, dry film thickness (DFT).
 - 4. Texture: Slip resistant.
 - 5. Sheen: High gloss.
 - 6. Color: As selected by owner from 6"x6" samples.
 - 7. Basis of Design Product: Key Resin Company: www.keyresin.com/#sle.

2.03 ACCESSORIES

- A. Cant Strips: Molded of flooring resin material.
- B. Primer: Type recommended by fluid-applied flooring manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive flooring.

3.02 PREPARATION

- A. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- B. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Grind irregularities above the surface level. Prohibit traffic until filler is cured.
- C. Vacuum clean substrate.
- D. Apply primer to surfaces required by flooring manufacturer.

3.03 INSTALLATION - ACCESSORIES

- A. Install cant strips at base of walls where flooring is to be extended up wall as base.

3.04 INSTALLATION - FLOORING

- A. Apply in accordance with manufacturer's instructions.
- B. Apply each coat to minimum thickness required by manufacturer.
- C. Finish to smooth level surface.

3.05 PROTECTION

- A. Prohibit traffic on floor finish for 48 hours after installation.
- B. Barricade area to protect flooring until fully cured.

END OF SECTION