

STAIRWELL AND ELEVATOR SECURITY, PHASE 1

at the

**WAKE COUNTY COURTHOUSE
Raleigh, NC**

RFP/Bid No. 18-124



**SPECIFICATIONS
ISSUED FOR CONSTRUCTION**

November 1, 2018



135 Hanbury Road West, Suite D
Chesapeake, VA 23322
NC License No. C-1836



632 Pershing Road
Raleigh, North Carolina 27608

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PROJECT MANUAL

WAKE COUNTY COURTHOUSE
STAIRWELL AND ELEVATOR SECURITY, PHASE 1

RFP/Bid No.18-124

ISSUED FOR CONSTRUCTION

November 1, 2018

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WAKE COUNTY COURTHOUSE STAIRWELL AND
ELEVATOR SECURITY, PHASE 1

SEALS PAGE

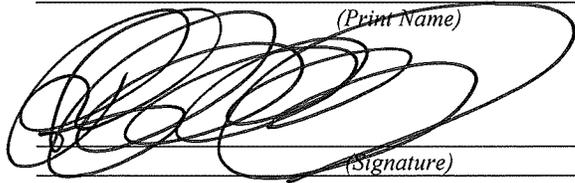
This section includes the Professional Seals by Design Professionals and others responsible for preparing the Construction Documents.



ELECTRICAL:

SEAL

NAME:

Richard T. Thorne, Jr.
(Print Name)

(Signature)
10/31/18
(Date)

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WAKE COUNTY COURTHOUSE STAIRWELL AND
ELEVATOR SECURITY, PHASE 1



ARCHITECTURAL:

SEAL

NAME:

ERIC M. SOWERS
(Print Name)

Eric M. Sowers
(Signature)

10/31/18
(Date)

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NOTICE TO BIDDERS

Sealed proposals will be received by County of Wake in the Procurement Services, Wake County Justice Center, 301 S. McDowell Street, Suite 2900, Raleigh, NC 27601 for providing labor, material and equipment entering into Single Prime General Construction Contract for the Wake County Courthouse Stairwell and Elevator Security, Phase 1 (RFP/Bid No. 18-124).

Sealed Single Prime bids will be received until 3:00 p.m. on December 4, 2018.

All bids will be publicly opened and read starting at 3:00 p.m.

The general scope is as follows:

- Replace stairwell doors on 9th & 10th Floors with new metal door. The doors will be prepped for security. (Add Alternate No. 1: 11th Floor).
- Replace the hardware on 9th & 10th Floors doors. (Add Alternate No. 1: 11th Floor).
- Use aluminum door stop around door frames and not changing the door frames on 9th & 10th Floors. (Add Alternate No. 1: 11th Floor).
- Install security conduit to each stair tower door on 9th & 10th Floors. (Add Alternate No. 1: 11th Floor).
- Install security conduit to each door to the security drop on 9th & 10th Floors. (Add Alternate No. 1: 11th Floor).
- Install power to Security system where indicated.

A Mandatory Pre-bid Conference will be held in **Room 630 of the Wake County Courthouse** located at **316 Fayetteville Street, Raleigh** at **11:00 a.m.** local prevailing time, on **November 14, 2018**. **All Contractors are to be present.** ***Please allow time for parking and passing through a security checkpoint.**

Complete plans and specifications can be obtained by requesting a PDF electronic set to hdm@hdm.hrcoxmail.com.

Wake County provides minorities and women equal opportunity to participate in all aspects of its construction program consistent with North Carolina Law.

Wake County reserves the right to reject any or all bids and to waive informalities and irregularities.

Signed: COUNTY OF WAKE

By: Dave Goodwin
Director, General Services Administration

Engineer:

HDM Associates, Inc.
135 Hanbury Road West, Ste. D
Chesapeake, VA 23322

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Wake County Courthouse Stairwell and Elevator Security, Phase 1

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INSTRUCTIONS TO BIDDERS

INFORMAL CONSTRUCTION CONTRACTS

For a Proposal to be considered, it must be in accordance with the following instructions:

1. PROPOSALS

Proposals must be made on the Bid Proposal Forms provided herein, and all blank spaces for Bids, Alternates and Unit Prices, applicable to bidder's work, shall be properly filled in. When requested Alternates are not Bid, the Proposal may be considered non responsive. The Bidders agree that Bids submitted on the specified Bid Proposal Forms, which are detached from specifications, will be considered and will have the same force and effect as if attached thereto. Numbers shall be stated both in writing and in figures for the Base Bids and Alternates.

Any modification to the Form of Proposal (including Alternates and/or Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

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

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person.
- B. If the documents are executed by a Partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary in either case, and the title of the office of such person shall appear after their signatures. The seal of the Corporation shall be impressed on each signature page of the documents.
- D. If the Proposal is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
- E. All signatures shall be properly witnessed.
- F. Proposal shall be addressed as indicated in the Advertisement for Bids and shall be delivered enclosed in an opaque sealed envelope, marked "Proposal" and bearing the name of Project, name and address of the Bidder, the Bidder's license number and, if applicable, the designated portion of the Work for which Bid is submitted.
- G. It shall be the specific responsibility of the Bidder to deliver this Bid to the proper official at the appointed place and prior to the announced time for the opening of Bids. Later delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.
- H. Modifications of previously deposited Bids or requests for withdrawal will be acceptable only if delivered in writing to the place of the Bid opening prior to the time for opening Bids.

- I. Unit Prices quoted in the Proposal shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work.

2. EXAMINATION OF CONDITIONS

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

Reference is made to the Contract Documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Licensed Professional who prepared the documents. Copies of all such surveys and reports are available to the Bidders, upon request. All Bidders are responsible for reviewing these documents prior to submission of their Bid Proposal.

Each Bidder may, at his own expense, make such additional surveys and investigations, as he may deem necessary to determine his Bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the Owner. The Owner will honor any reasonable request for access to the site.

3. SUBSTITUTIONS

Material substitutions will be considered during the bidding phase until seven (7) days prior to the receipt of bids. No substitutions will be considered after seven (7) days prior to the receipt of Bids.

For proposed material substitutions submit the following information to the Licensed Professional who prepared the bidding documents:

- Name of manufacturer
- Address of manufacturer
- Phone number of manufacturer
- Trade name
- Model or catalogue designation
- Manufacturer's data including:
 - Performance and test data
 - Reference standards
- Detailed comparison with specified product including:

- Performance
 - Test results
 - Warranties
 - Gauge, thickness or strength or material finish
 - Other pertinent data
- Other information requested by the Licensed Professional who prepared the bidding documents

Submittals relating to substitutions, which are not fully complete by seven (7) days prior to the receipt of bids, will not be reviewed.

If the Licensed Professional who prepared the bidding documents accepts a material substitution, Contractors will be notified by Addendum.

4. ADDENDA

Any Addenda to bidding documents issued during the time of bidding will be sent to each Bidder, and are to be considered covered in the Bid Proposal. It is the Contractor's responsibility to ascertain prior to Bid time, which Addenda have been issued and confirm that his Bid Proposal includes any changes covered by the Addenda.

Should the Bidder find discrepancies in, or omissions from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the Licensed Professional who prepared said drawings or documents. Neither the Owner nor the Licensed Professional who prepared the bidding documents will be responsible for any oral instructions.

The Bidder on his Bid Proposal shall acknowledge all Addenda. Failure to do so may disqualify the Bid and may cause the Bid to be rejected.

5. BID SECURITY

Each Proposal shall be accompanied by a cash deposit, or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond in an amount equal to not less than five percent (5%) of the Proposal. Said deposit to be retained by the Owner (referred to as Oblige on the Bond Form) as liquidated damages in event of failure of the successful Bidder to execute the Contract within ten (10) days after the award or to give satisfactory Surety as required by law.

The Bid Bond shall be conditioned that the surety will, upon demand, forthwith make payment to the Owner (referred to as Oblige on the Bond Form) upon the said bond if the Bidder fails to execute the contract.

6. RECEIPT OF BIDS

Bids and Bid Security shall be received in strict accordance with requirements of the North Carolina General Statutes. Prior to opening of any Bids on the Project, the Bidder will be permitted to change or withdraw his Bid as allowed by Item 1-H of these Instructions.

All copies of the Bid, the Bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party

receiving the Bids and should be identified with the Project name, time and date of Bid Opening, the Bidder's name and address, Bidder's license number and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

7. OPENING OF BIDS

Upon opening, all Bids shall be read aloud. Once any Bid is opened, no Bids may be returned by the Owner to any Bidder.

A Bidder may withdraw its formal Bid after the Bids are opened without forfeiting its Bid deposit in certain limited circumstances. Withdrawal after opening is permitted only if all of the following conditions specified in North Carolina General Statutes §143-129.1 are met:

- A. The Bid was submitted in good faith.
- B. The price Bid "was based upon a mistake, which constituted a substantial error".
- C. Credible evidence is submitted showing that the error (1) was clerical nature as opposed to a judgment error, and (2) was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid.
- D. The error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the Bid.
- E. The request to withdraw (1) is made in writing to the public agency that invited the Proposals, and (2) is made prior to the award of the Contract, but not later than seventy-two (72) hours after the opening of Bids.

8. REJECTION OF BIDS

The Owner reserves the unqualified right to reject any and all Bids. Reasons for rejection may include, but shall not be limited to, the following:

- A. If the Form of Proposal furnished to the Bidder is not used or is altered.
- B. If the Bidder fails to insert a price for all Bid items, Alternates and Unit Prices requested.
- C. If the Bidder adds any provisions reserving the right to accept or reject any award.
- D. If there are unauthorized additions or conditional Bids, or irregularities of any kind which tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- E. If the Bidder fails to complete the Proposal forms where information is requested so the Bid may be properly evaluated by the Owner.
- F. If the Unit Prices contained in the Bid Schedule are unacceptable to the Owner.
- G. If the Bidder fails to comply with other instructions stated herein.

9. BID EVALUATION

The award of the Contract will be made to the lowest responsible Bidder as soon as practical. Should the successful Bidder default and fail to execute a Contract, the Contract may be awarded to the next lowest and responsible Bidder.

Before awarding a Contract, the Owner may require the apparent low Bidder to qualify himself to be a responsible Bidder by furnishing any or all of the following data:

- A. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the Owner.
- B. A listing of similar completed projects of similar size, with contact persons and telephone numbers.
- C. Permanent name and address of place of business.
- D. The number of regular employees of the organization and length of time the organization has been in business under present name and percentage of work typically performed by the contractor's firm.
 - (1) Qualifications of key employees assigned to this Project.
 - (2) References for key employees assigned to this Project.
- E. The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
- F. The names of members of the firm who hold appropriate trade licenses, together with license numbers.
- G. Complete list of all subcontractors and suppliers proposed.
- H. Any pending arbitration or mediation cases or lawsuits. This may include all arbitration, mediation and lawsuits settled or resolved within last ten (10) years.

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

In determining the lowest responsible Bidder, the Owner may consider the past performance of the Bidder on construction contracts for the County of Wake, Wake County Public School System, the State of North Carolina or other governmental agencies. Particular concern will be given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Designer and Owner.

Should the Owner adjudge that the apparent low Bidder is not the lowest "responsible" Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid Security shall be returned to him.

The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

The Owner reserves the right to reject any and all Bids, to waive all technicalities and irregularities, and to make the award as considered to be in the best interest of the Owner.

10. PERFORMANCE BOND

The successful Bidder, upon award of Contract, shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price.

11. PAYMENT BOND

The successful Bidder, upon award of Contract, shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price.

12. PRE-BID CONFERENCE

Bidders are requested to attend a Pre-Bid Conference at the time and place stipulated in the Bidding Documents.

13. PROPOSALS TO BE BID

Single Prime General Construction Work

14. INFORMATION TO BIDDER

All questions concerning the plans and specifications should be directed to the Licensed Professional who prepared said documents.

WAKE COUNTY COURTHOUSE
STAIRWELL AND ELEVATOR SECURITY, PHASE 1

BID PROPOSAL FORM
SINGLE PRIME GENERAL CONSTRUCTION WORK
INFORMAL CONTRACT

BIDDERS NAME

_____ Lic. No. _____

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the Contract Documents relative thereto, including addenda, if any, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this Proposal is accepted to contract with the County of Wake with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

Base Bid _____ Dollars
_____ (\$ _____).

SUBCONTRACTOR LISTING

ELECTRICAL CONTRACTOR

Name: _____ Lic. No. _____

\$ _____

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of Wake County and shall fully complete all work there under within (120) consecutive calendar days from and including said date. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The undersigned acknowledges receipt of the following addenda issued during the time of bidding and includes the changes therein in this Proposal:

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

The undersigned agrees that this Proposal will not be withdrawn for a period of sixty (60) days.

The undersigned agrees to ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

The undersigned further agrees that in the case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Proposal shall be returned to the undersigned.

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

Respectfully submitted this _____

day of _____, 20__.

(Name of Firm or Corporation making Bid)

By: _____

WITNESS:

(Proprietorship or Partnership)



Affix Corporate Seal Above

Title: _____
(Owner, Partner, or Corporation
President or Vice President only)

Address: _____

License No.: _____

ATTEST:

By: _____

Title: _____
(Corporation Secretary or Assistant Secretary only)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(Bidder's Name)
_____, of _____
(Street Address) (City, State, Zip)

hereinafter called the Principal, and

(Surety's Name)
_____, a Corporation duly organized, and existing under the laws of the State
of _____ and authorized to transact business in the State of North Carolina, as Surety, hereinafter

called the Surety, are held and firmly bound unto the County of Wake as Owner, hereinafter called the Obligee, in the Penal sum of
five percent (5%) of the amount bid, good and lawful money of the United States of America, for the payment for which the Principal
and the Surety, bind ourselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents. This bid bond is submitted in lieu of submitting cash, a cashier's check, or a certified check pursuant to G.S. 143- 129.

WHEREAS, the Principal has submitted a Bid for the construction of _____
(Project Name)

NOW THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of said Bid, and give such bond or bonds as may be specified in the Bidding and Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and
materials furnished in the prosecution thereof, then this obligation shall be null and void; but if the Principal fails to so execute such
Contract and give such bonds as required by G.S. 143-129, this obligation shall otherwise remain in full force and effect and the
Surety shall, upon demand, forthwith pay to the Obligee the full amount set forth in the first paragraph hereof.

SIGNED AND SEALED this ____ day of _____, 20__ in the presence of:

Witness _____

Witness _____

(SEAL)
Principal

(SEAL)
Surety

Title

Title

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CONSTRUCTION AGREEMENT

FOR

WAKE COUNTY COURTHOUSE STAIRWELL AND
ELEVATOR SECURITY, PHASE 1

THIS AGREEMENT, made as of the ___ day of _____, 20___, by and between _____, a corporation, hereinafter called the Contractor, and Wake County, a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter called the Owner.

WITNESSETH:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish and deliver all of the materials, and perform all of the work required by this Agreement and the following enumerated documents, which are attached hereto and made a part hereof as if fully contained herein: General Conditions, Supplemental Conditions, Contract Construction Schedule, Specifications, Drawings entitled "Wake County Courthouse Stairwell and Elevator Security, Phase 1" which Drawings are listed in the Specifications, Performance Bond, Labor and Material Payment Bond, Insurance Certificates, and the following addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

All of the documents listed, referenced or described in this paragraph, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials and completed construction required by the Contract Documents and all parts thereof is the Work. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents. The Contract Documents constitute the entire agreement between Owner and Contractor.

2. The Contractor agrees to commence work not later than three (3) days after the commencement date specified in the Notice to Proceed. The Contractor agrees to complete fully all Work hereunder on the dates specified in the Contract Documents, as may be adjusted in accordance with the terms thereof. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates. Liquidated damages for failure(s) to complete in accordance with the provisions of this paragraph shall be computed and assessed against the Contractor in accordance with the Contract Documents.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work, for the sum of _____ Dollars (\$ _____) in the lawful money of the United States,

subject to adjustments as provided for in the Contract Documents. Payment of the Contract Price shall be in accordance with Articles 20 and 21 of the General Conditions.

4. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the Performance Bond and Labor and Material Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds or either of them cease to be adequate to cover the performance of and payment for the Work, the Contractor shall, at its expense, within five (5) days after notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of or payment for the Work shall be furnished in a manner and form satisfactory to the Owner.

5. Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.

6. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with N.C.G.S. Chapter 64, Article 2 (N.C.G.S. 64-26(a)) relating to the E-Verify requirements.

8. By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

CONSTRUCTION AGREEMENT

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(President)

ATTEST: (CORPORATION)

By: _____

Title: _____
(Corporate Secretary)

(CORPORATE SEAL)

WITNESS:

(Proprietorship or Partnership)

WAKE COUNTY
P. O. Box 550
Raleigh, N.C. 27602

Deputy County Manager

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

Wake County Finance Director

This instrument is approved as to Form.

Wake County Attorney

The person responsible for monitoring the contract performance requirements is

_____ . _____ Department Head Initials

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____

(Contractor) _____

Name of Surety: _____

Name of Contracting Body: County of Wake
P.O. Box 550
Raleigh, N.C. 27602

Amount of Bond: _____ Dollars
(\$ _____)

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named owner, hereinafter called "Owner", in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Owner identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the Work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PAYMENT BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

By: _____

Title: _____

(Corporation President or
Vice President Only)

ATTEST: (Corporation)

(Corporation Secretary or Assistant
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

(Attorney in Fact)

Title: _____

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____

(Contractor) _____

Name of Surety: _____

Name of Contracting Body: County of Wake
P.O. Box 550
Raleigh, N.C. 27602

Amount of Bond: _____ Dollars
(\$ _____)

Project: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its countersigned representative, pursuant to authority of its governing body.

PERFORMANCE BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

By: _____

Title: _____

(Corporation President or
Vice President Only)

ATTEST: (Corporation)

(Corporation Secretary or Assistant
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

(Attorney in Fact)

Title: _____

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1.

DEFINITIONS

- 1.1 Agreement - The Construction Agreement, these General Conditions, and any Supplementary Conditions.
- 1.2 AIA - The American Institute of Architects.
- 1.3 ASTM - The American Society for Testing and Materials.
- 1.4 Beneficial Occupancy – The point at which the Project can be occupied by the Owner for its intended purpose, upon achievement of Substantial Completion, as defined in 1.40.
- 1.5 Change Order - A written order to the Contractor signed by the Owner and the Designer authorizing an addition, deletion, or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Time issued after execution of the Construction Agreement. See paragraph 14.1.
- 1.6 Completion Date - Those dates identified as Completion Dates in the Contract Construction Schedule or elsewhere in the Contract Documents.
- 1.7 Construction Agreement – The document executed by the Contractor and the Owner to formally memorialize their consent to the terms of the Agreement.
- 1.8 Construction Change Directive – A written order to the Contractor signed by the Owner and the Designer directing an addition, deletion, or revision in the Work after execution of the Construction Agreement, in circumstances when the parties have been unable to agree on an adjustment to the Contract Price or the Contract Time, but the Owner requests that the Contractor proceed with said Work subject to adjustment of the Contract Price and/or Contract Time under the procedures described herein.
- 1.9 Construction Manager(s) - The person or firm designated as the Construction Manager in the Contract Documents, or their authorized representatives. The Construction Manager(s), as referred to herein, will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.10 Contract Construction Schedule - That schedule described in Article 13 hereof and identified as the Contract Construction Schedule.
- 1.11 Contract Documents - All of the documents that make up the Agreement, plus the Drawings and Specifications that describe the scope of the Work, plus allowable Modifications to the Contract Documents.
- 1.12 Contract Price - The total monies payable to the Contractor under the Contract Documents pursuant to paragraph 15.1 of the Agreement.
- 1.13 Contract Time - The number of calendar days stated in, or computed from, the Contract Documents for the completion of the Work, or any portion thereof. See, particularly, Article 13 hereof and the Contract Construction Schedule. Time of completion as specified therein is of the essence. The time used and referred to on the Project will be that time which is



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

observed in Raleigh, North Carolina, being Eastern Daylight Savings Time (EDT), Eastern Standard Time (EST), or other as designated by the Designer.

- 1.14 Contractor - The Contractor shall be that party identified as such in the Agreement.
- 1.15 Days - Unless otherwise indicated, the term "days" shall mean consecutive calendar days.
- 1.16 Daylight Hours - The hours or portions of hours between sunrise and sunset local time.
- 1.17 Designer(s) – The person or firm designated as the Designer in the Contract Documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect, landscape architect, and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.18 Drawings - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, and generally including plans, elevations, sections, details, schedules and diagrams. A list of the Drawings is contained in the Supplemental General Conditions.
- 1.19 Field Order - A written order issued by the Designer which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with the Contract Documents. See paragraph 14.2.
- 1.20 Final Completion - The point at which the Contractor has, as determined by the Designer, completed the Work, with the exception of guaranty and warranty obligations, and becomes entitled, upon the recommendation of the Designer and determination by the Owner, to final payment.
- 1.21 The words "furnish," "furnish and install," "install," and "provide" or words with similar meanings shall be interpreted, unless otherwise stated, to mean furnish and install complete, in place and ready for service.
- 1.22 Liquidated Damages – See paragraph 13.18 of these General Conditions.
- 1.23 Modification - (A) a written amendment to the Contract Documents signed by the Owner and the Contractor and identified therein as such, (B) a Change Order, (C) Construction Change Directive, or (D) a Field Order. A Modification may only be issued after execution of the Agreement.
- 1.24 Notice of Award - The written notice by the Owner to the Contractor that the Contractor is the successful Bidder and that upon compliance with the conditions precedent to be fulfilled by the Contractor within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.25 Notice to Proceed - See paragraph 13.3.
- 1.26 Owner - The Owner is the person designated as such in the Agreement.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- 1.27 Owner's Authorized Representative - A person, or persons, employed by the Owner and designated from time to time by written notice to the Contractor to administer the Contract Documents, and to observe and monitor the Work on behalf of the Owner with authority and responsibility as herein specified.
- 1.28 Notice - The term "notice" or "written notice" as used herein shall mean and include all written notices, demands, instructions, and claims approvals and disapprovals furnished by the Owner or the Designer to obtain compliance with the requirements of the Contract Documents, as well as all written notices, demands, instructions and claims furnished by the Contractor as required by the Contract Documents. Where notice is required under the terms of the Contract Documents written notice shall always be required, and oral or "constructive" notice shall be insufficient and ineffective as notice. Email or other electronic delivery shall be insufficient and ineffective as notice unless specifically allowed by the Supplementary Conditions or a Modification to the Agreement. Written notice shall be deemed to have been duly served on the date that it is delivered in person to the individual or to a member of the firm, to an officer of the corporation for whom it is intended, to an authorized representative of such individual, firm, or corporation, or on the date that it is mailed by registered or certified mail, return receipt requested, addressed to the last business address of such individual, firm, or corporation known to the person giving the notice. Written notice may also be given by facsimile transmission, provided that proof of delivery is obtained. In the case of delivery in person, such delivery shall not be effective unless and until a written and signed receipt showing the date and time of delivery is obtained.
- 1.29 Project - The total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.30 Project Expediter – As used herein, is an entity stated in the Contract Documents, designated to effectively facilitate scheduling and coordination of Work activities. For the purpose of a single prime contract, the single prime contractor is designated as the Project Expediter. For the purpose of a project involving separate prime contracts, the Contractor for general work shall be designated as the Project Expediter unless otherwise indicated in the Supplementary General Conditions. See paragraph 7.27.
- 1.31 Project Manager - That person designated by the Contractor in accordance with paragraph 7.2 who shall be in general charge of the Work and its performance and who shall have the authority set forth in the last sentence of paragraph 7.2.
- 1.32 Request for Information - A written communication from the Contractor to the Designer for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Contractor shall state a reasonable date by which a response is necessary in order to avoid delay in progress on the Work and shall make such request sufficiently in advance of such date as to avoid any such delay. The Designer shall respond in writing to the Request for Information by the date stated by the Contractor unless he cannot reasonably do so, in which case he shall prior to that date notify the Contractor of the date by which he can reasonably respond. The Contractor shall not be entitled to any additional time for the completion of the Work or any portion thereof by reason of the Designer's failure to respond



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

if he has not submitted his Request for Information sufficiently in advance to allow the Designer a reasonable time within which to respond.

- 1.33 Request for Payment - The form, in the form of AIA Document G702 (latest ed.) or other published document approved by Owner, which is to be used by the Contractor in requesting progress payments and which is to include a Schedule of Values as required by the Contract Documents and an affidavit of the Contractor that progress payments theretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all the Contractor's obligations incurred in connection with Work covered by all prior applications for payment. See paragraph 20.2.
- 1.34 Resident Superintendent - That person designated by the Contractor in accordance with paragraph 7.2 who has day-to-day responsibility for the prosecution of the Work and the obtaining of proper materials and equipment, and adequate labor and who shall have the authority set forth in the last sentence of paragraph 7.2.
- 1.35 Schedule of Values - Any breakdown of the Contract Price which may be required by the Contract Documents, and designated as such. See paragraph 20.1.
- 1.36 Specifications - That portion of the Contract Documents consisting generally of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.
- 1.37 Subcontractor - A person, firm, or corporation who has entered into a direct contract with the Contractor to perform any of the Work at the Project.
- 1.38 Submittal - Shop drawings, product data, samples, and other documents required by the Contract Documents to be submitted by the Contractor to the Designer.
- 1.39 Submittal Register - See paragraph 13.2 of these General Conditions.
- 1.40 Substantial Completion - The point at which the Work, and Work by other Contractors on or in connection with the Project, as determined by the Designer, is sufficiently complete in accordance with the Contract Documents that it can be beneficially occupied by the Owner, and the Work can be utilized by the Owner for its intended use, and all necessary permits and permissions for Beneficial Occupancy and utilization having been obtained by the Contractor. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.
- 1.41 Sub-subcontractor - A person or entity that has a direct or indirect contract with a Subcontractor to perform any of the Work at the Project.
- 1.42 Work - The construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- 1.43 All references in the Contract Documents to the masculine shall be interpreted as including the feminine or neuter and all references in the Contract Documents to the singular or the



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

plural shall be interpreted as including the other, as may be appropriate in the reasonable interpretation of the Contract Documents.

ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

- 2.1 It is the intent of the Specifications and Drawings and other Contract Documents to describe a complete Project in accordance with the Contract Documents.
- 2.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall notify the Designer in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: Construction Agreement, Modifications, Addenda, Supplemental Conditions, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well known technical trade meaning shall be deemed to refer to such meaning and to incorporate any recognized standards which are a part of such meaning.
- 2.3 Miscellaneous items, accessories and work which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or useable structure or plant providing the indicated function shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Designer before installation. This requirement is not intended to include major components not covered by or inferable from the Contract Documents.
- 2.4 The Work of all trades under the Contract Documents shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire Project and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.
- 2.5 The Contractor shall fully complete the Work and shall be responsible for all of the Work under the Contract Documents to which the Construction Agreement applies. If the Contractor is prevented from doing so by any limitation of the Contract Documents, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing before proceeding with the construction in the area where the problem or limitation exists.
- 2.6 Standard specifications or manufacturers' literature, when referenced, shall be of the latest revision or printing unless otherwise stated and is intended to establish the minimum requirements acceptable.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- 2.7 For those materials specified without the use of brand names, the Contractor shall submit within thirty (30) days after his receiving the Construction Agreement for signatures, any product that meets the express requirements of the Specifications.
- Such Submittal shall include manufacturer's data, test reports, performance data and certifications, samples, erection details, and other applicable information as required to permit determination by the Designer whether such proposed products are suitable. The Designer shall be the sole judge as to the suitability of any proposed product. The burden of proof of quality rests with the Contractor.
- 2.8 The Contractor is required to examine and read the complete set of Contract Documents for information concerning the Work, because some of the Work for which the Contractor will be responsible may be indicated on or in documentation applying primarily to the Work of one or more other separate prime contractors. No allowance will be made for the Contractor's failure to become familiar with the complete set of project documents.
- 2.9 Contractor's requests for clarification or information shall clearly define the cause(s) of Contractor's request and, as appropriate, shall include Contractor's interpretation and Contractor's proposed solution.

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

- 3.1 The Contractor has investigated prior to bidding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Contractor is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents, or any other information made available to the Contractor prior to receipt of bids. Any failure by the Contractor to become acquainted with the available information shall not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.
- 3.2 The Contractor shall be entitled to rely upon all information furnished to the Contractor in writing by the Owner with respect to the Project site and to make all inferences from it that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Contractor shall not be entitled to infer from Owner-supplied information any fact or condition which would not be inferred by a contractor having knowledge and experience with similar work and, if the Owner-supplied information is inadequate or insufficient in any respect, the Contractor shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.
- 3.3 The Contractor specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work and agrees that the Contractor and the Contractor's employees, subcontractors, and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law, ordinance, rule, or regulation, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing, identifying any items of Work affected, and the Contractor shall not proceed until the Contractor has received written direction from the Designer with respect to these items. If the Contractor performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without giving such notice, the Contractor shall bear all costs which are a consequence of such performance.

- 3.4 At times selected by the Designer after execution by the Contractor of the Construction Agreement, a pre-construction conference shall be scheduled and conducted for the benefit of the Project.

ARTICLE 4. BONDS

- 4.1 A performance bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the faithful performance of the Work in compliance with the Contract Documents, in such form as may be required by law and approved by the Owner. The bond shall be dated the same date as the Construction Agreement and must be accompanied by a current copy of the power of attorney for the attorney-in-fact executing such bond on behalf of a surety company licensed to do business in the state of North Carolina.
- 4.2 A payment bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the payment of all labor and material costs or claims in connection with compliance with the Contract. The payment bond shall be in such form as may be required by law and approved by the Owner. Said bond shall be dated and executed in the same manner as the performance bond in paragraph 4.1.

ARTICLE 5. INSURANCE AND INDEMNITY

5.1 CONTRACTOR PROVIDED INSURANCE

The Contractor shall, without limiting its obligations or liabilities, procure, pay for and maintain such insurance as is required by law and as is required by this Agreement to protect the Contractor and the Owner from claims for damages for bodily injury, including death, and from claims for property damage which may arise from the Contractor's or its representatives', consultants', Subcontractors', agents', or employees' operations under this Agreement. Such insurance shall be of the kinds and have limits of liability and coverages not less than the minimum limits hereinafter specified or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverages. The following requirements shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of Work under the Agreement. The Contractor is strictly responsible for any losses, claims, and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The insurance specified shall be provided by an insurer approved by the Owner, authorized to do such business in the State of North Carolina, and on terms approved by the Owner. Insurance companies utilized shall have a minimum rating of A- and Class VII as evaluated by the most current A.M. Best Rating Guide. If the insurer has a Best Rating less than A- and Class VII, the Contractor must receive specific written approval from the Owner prior to proceeding with any Work under the Agreement. All agents and brokers shall hold valid licenses from the State of North Carolina. Before commencing mobilization to the Project site and not later than 7 days after the receipt of the Construction Agreement by the Contractor for signatures, the Contractor shall furnish to the Owner a certificate or certificates of insurance in a form satisfactory to the Owner. Upon request of the Owner, the Contractor shall provide the Owner with certified copies of the insurance policies required by this Article, including without limitation declaration pages, conditions, exclusions and endorsements, and confirmation that each policy premium has been paid for the required term of this Agreement. A copy of the umbrella policy shall be provided to the Wake County Finance Department. Certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. In the event of any such cancellation, non-renewal, reduction, restriction, or change in any insurance, the Contractor is obligated to replace such insurance within 7 days without a gap in coverage and file accordingly such notice with the Owner, and other interested parties. Failing immediate receipt of evidence of such replacement of insurance the Owner reserves the right to procure such insurance as the Owner considers desirable and the Contractor shall pay or reimburse the cost of the premium in respect thereof. It is expressly provided, however, that any action or inaction on the part of the Owner in this respect shall in no way change or reduce the Contractor's responsibilities and liabilities under this Agreement. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to commencing mobilization to the Project site. Failure to make a full disclosure constitutes a material breach of the Agreement, justifying termination for default.

The Contractor shall name the Owner, the Designer, the Designer's consultants, and the Construction Manager as additional insureds under all its insurance contracts (except workers' compensation) with respect to and including without limitation liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, and automobiles owned, hired, leased, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

For any claims related to this Project, the Contractor's insurance or self insurance shall be primary and noncontributory with respect to the Owner's insurance. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory with respect to the Contractor's insurance.

All policies of insurance shall contain a clause waiving rights of subrogation against the Owner, unless the Owner approves otherwise in writing.

Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner. The Contractor shall be solely responsible for any deductible assumptions that may exist in any insurance policies required under this



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Agreement. In addition, the Contractor shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required herein, or not covered as a result of a normal policy exclusion or that falls within the self insured retention, if Contractor self insured.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The claim provisions in the Contractor's insurance policies must specifically state the insurance company or Contractor's Third Party Administrator, if self insured, has both the right and duty to adjust a claim and provide defense.

The policies shall not contain any provision or definition which would serve to exclude or eliminate from coverage third party claims, including exclusions of claims for bodily or other injury to shareholders, partners, officers, directors, or employees of the insured, the premises owner, real estate manager, or the insured's Subcontractor, or any family relative of such persons.

If the policies contain any warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.

Any failure by any person to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

The insolvency or bankruptcy of the Insured or of the Insured's estate shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken.

Failure to comply with these requirements shall be a material breach of this Agreement justifying termination for default.

5.1.1 Worker's Compensation and Employers' Liability Insurance

The Contractor and its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under the Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the Contractor and his Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit of all employees not protected by Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors.

The Contractor shall pay such assessments as will protect the Contractor and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the Certificate of Insurance.

Coverage under this section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

Coverage A:		Statutory, State of North Carolina
Employers' Liability:	Each Accident	\$1,000,000
	Disease - Policy Limit	\$1,000,000
	Disease - Each Employee	\$1,000,000

Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions, i.e. United States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

5.1.2 Automobile Liability Insurance

The Contractor shall procure and maintain automobile insurance against liability for bodily injury and property damage as described below, that may arise with respect to the Work being performed under the Agreement, and as will provide protection from claims which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under the Agreement, whether such performance of the Work is by the Contractor, by any representative or Subcontractor, by anyone, both officially and personally, directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

This policy of insurance shall carry the following minimum Limit of Liability:

Combined Single Limit	\$1,000,000
-----------------------	-------------

The policy of insurance shall contain or be endorsed to include the following:

- a) owned, hired, and non-owned automobile liability.
- b) If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations.

Any failure by any party to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

No subcontracting of waste hauling shall be permitted without prior, written approval of the Owner.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

5.1.3 General Liability

This policy must be written on an Occurrence basis, with the following minimum Limits of Liability:

General Aggregate per project	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Bodily Injury and Property Damage csl/each occurrence	\$1,000,000.00
Personal Injury and Advertising Injury	\$2,000,000.00

The policy of insurance shall contain or be endorsed to include the following:

- a) Blanket Contractual Liability covering Contractor's indemnification obligations under this Agreement, in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- b) Premises/Operations Liability.
- c) Explosion, collapse, and underground fault.
- d) Independent Contractors and Independent Subcontractors coverage.
- e) Broad Form Property Damage.
- f) Personal Injury
- g) Cross Liability/Severability of Interest clause.
- h) Employer's Stop-Gap Liability endorsement, if applicable.
- i) Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.
- j) Designated General Aggregate Limit Endorsement if required by the Supplemental General Conditions.

Coverage shall remain continuously in effect and without interruption for at least 6 years from the date of the Notice of Award and shall include coverage for exposures arising from operations that have been completed. The Contractor shall furnish the Owner and each other additional insured listed in the Agreement to whom the Certificates have been issued, evidence satisfactory to the Owner of continuation of such insurance at the date of Preliminary Acceptance and each year thereafter.

5.1.4 Pollution Legal Liability (PLL)

Pollution Legal Liability coverage will be provided if required by the Supplementary General Conditions.

5.1.5 Umbrella Liability



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The Contractor shall maintain an occurrence basis (as distinguished from a "claims made" basis) Umbrella Liability policy (true follow form) over the underlying General Liability, Automobile Liability, and Employer's Liability, with the following limits of liability:

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

On a fully insured basis such coverage will be subject to a deductible no greater than \$10,000 per occurrence where coverage is not provided by the underlying insurance, but is provided by the Umbrella Liability policy.

The Contractor may use any combination of primary and umbrella insurance policies to comply with the insurance requirements, provided the resulting insurance is equivalent to the insurance stated herein.

All Occupational Disease exclusions must be deleted. Any Pollution Exclusion must be amended to allow coverage for bodily injury or property damage caused by spill, upset, overturn, heat, smoke, or fumes from a hostile fire.

5.1.6 Property Insurance

The Contractor shall purchase All Risk Property Insurance on a Completed Value Form in the names of the Owner, Contractor, Subcontractors, and sub-subcontractors as their interests may appear with limits as follows:

- a) Full insurance value of the Work, or
- b) Amount equal to the Contract Price for the Work, whichever is higher.

The Contractor is responsible for all physical damage to owned or rented machinery, tools, equipment, forms, and other items owned, rented or used by the Contractor and/or Subcontractor(s) in the performance of the Work. The insurance coverage evidencing such shall include a waiver of subrogation in favor of the Owner.

5.1.7 Valuable Papers And Records

The Contractor shall provide valuable papers and records insurance with coverage in an amount commensurate with project scope and set forth in the Supplementary General Conditions.

5.1.8 Claims

The Contractor shall notify the Owner within 24 hours of any claims or alleged claims received by the Contractor covered by any of the policies of insurance required in this Agreement. The Contractor shall provide a written copy of the claim or alleged claim to the Owner within 3 days of the Contractor's receipt of the claim or alleged claim. If a claim is



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settled to the satisfaction of the claimant, the Contractor shall submit a copy of the claimant's release to the Owner.

If a claim or alleged claim is rejected by the Contractor and/or its insurance company, the Contractor shall immediately report this fact to the Owner.

Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim.

Without limiting the foregoing, the Contractor shall notify in writing the county risk manager of any paid or incurred claims which may impair annual aggregate or general liability.

5.1.9 Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce to a maximum of \$250,000 or eliminate such deductibles or self-insured retentions with respect to the Owner, or the Contractor shall provide evidence of collateral provided to insurers or procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits or liability.

5.1.10 Subcontractors

The Contractor shall include all Subcontractors as Insureds under its policies, or shall furnish separate certificates, policies, and endorsements for each Subcontractor the Contractor intends to use. If a Subcontractor does not take out insurance in his own name and the Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor's employees, the Contractor shall either (a) procure appropriate policies in the name of the Subcontractor, or (b) cause a rider or riders to be attached to the Contractor's policies which shall identify the Subcontractor thereby covered; provided, however, in the case of the latter option, such a rider need not be attached to the Contractor's workers' compensation policy if such policy by its terms is sufficiently broad to cover the employees of all Subcontractors performing Work under the Contract Documents. Except as otherwise approved by the Owner in writing, Limits of Liability and coverage scope must be at a minimum as stringent as required of the Contractor by the Contract Documents. All Work performed for the Contractor by any Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance as provided herein. Insurance monies received from any loss shall be divided as the respective interest of the parties affected shall appear.

5.2 OWNER CONTROLLED PROJECT SPECIFIC INSURANCE



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In the event the Owner elects to purchase project-specific insurance affording coverage to the Contractor and Subcontractors, the terms and conditions of such coverage shall be set forth in the Supplementary Conditions.

5.3 CONTRACTOR AS JOINT VENTURE

If the Contractor is completing this Project on a joint venture basis, both joint venture partners retain all liabilities assumed by this Agreement, individually and collectively. This may include, but is not limited to, all premiums due, deductibles/self-insured retentions, coinsurance provisions, claim provisions, insurance policy conditions, and indemnification provisions hereunder.

Evidence of a Blanket Joint Venture Endorsement must be obtained from the General Liability and Contractor's Pollution Legal Liability carriers of each joint venture partner for a period of 6 years after completion of the Project, substantially as follows:

With respect to "your work", and the "products-completed operations hazard", you are an insured for your liability arising out of the conduct of any partnership or joint venture of which you were a partner or member, even though this partnership or joint venture is not shown as a Named Insured in the Declarations. This coverage is excess over any available liability purchased specifically to insure the partnership or joint venture. This coverage will not inure to the benefit of any other party except you."

5.4 INDEMNIFICATION

The Contractor, to the fullest extent not expressly prohibited by law, shall defend, indemnify, and save harmless the Owner, the Designer, the Construction Manager and their respective officials, officers, employees, and agents from and against any and all liabilities (foreseeable or unforeseeable), penalties, fines, forfeitures, demands, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto, (including, without limitation, amounts paid pursuant to investigations, defense or settlements, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of but not limited to:

- a) bodily injury (including sickness, disease, or death) to any person including but not limited to, the Contractor's employees or its representatives while on the site of the Project; or
- b) actual or alleged damage (including loss of use) to any property (public or private, including the Project or other property on the Project site); or
- c) contamination of or adverse effects on the environment arising directly or indirectly out of or in connection with the performance of the Work, including but not limited to any hazardous or toxic waste, substance, or constituent of any substance subject to regulation under CERCLA, RCRA, TSCA, and other Federal and state authorities that is spilled, released, threatening to release, or disposed of or destroyed by the Contractor or its Subcontractors on or off the site of the Project or while in transport to or from the site; or



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d) any violation or alleged violation of laws and regulations, arising out of or in any way connected with the Work,

caused in whole or in part by the Contractor, any Subcontractor or supplier or any representatives of the Contractor. The Contractor shall not be required to indemnify the Owner against losses resulting from a breach of this Agreement by the Owner or its other agents and contractors, or resulting from negligence, misconduct or violation of laws on the part of the Owner or its other agents and contractors.

The Contractor further agrees to obtain, maintain, and pay for such liability insurance coverages and endorsements as will insure the provisions of this paragraph. Furthermore, the Contractor agrees to be liable for and to indemnify and reimburse the Owner for all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The indemnification obligations under this paragraph shall not be limited in any way by the amount or type of damages, compensation or benefits payable under worker's compensation acts, disability benefit acts, other employment benefit acts, or the amount of insurance carried or recovered.

The Owner acknowledges that hazardous or toxic waste, material, chemicals, compounds or substances, or other environmental hazards, contamination or pollution, (referred to hereinafter as "environmental hazards") may be present at the Project site that were not created, generated, or released at the Project site by the Contractor or its Subcontractors, agents or employees, acting alone or in concert with others. Unless the remediation, abatement or handling of such environmental hazards is part of the scope of the Work under this Agreement, then upon the discovery of such environmental hazards, the Contractor shall immediately, and in no event more than three days later, give notice to the Owner of the environmental hazards before they are disturbed. The Owner and the Designer shall thereupon promptly investigate the environmental hazards, and make such changes in the Drawings and/or Specifications as they may find necessary to abate, remediate, isolate or handle the environmental hazards. Any increase or decrease in the Contract Price or the Contract Time resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. It is agreed that the Contractor shall have no liability under this Agreement for any environmental hazards existing prior to the date that Work commences under this Agreement unless the Contractor or its Subcontractors, agents or employees, acting alone or in concert with others, by their own negligence or misconduct, release or expose the Owner or third parties to the environmental hazards.

The provisions of this paragraph shall survive the termination or cancellation or completion of this Agreement.

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

6.1 The Designer shall furnish to the Contractor the number of copies of Drawings and Specifications stated in the Supplementary General Conditions. Additional copies of Drawings and Specifications may be obtained at the cost of reproduction and handling.



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- 6.2 The Contractor shall submit to the Designer all Submittals required by the Contract Documents. The Contractor shall submit three (3) reproducible prints of all shop drawings plus the number of copies sufficient for his requirements. The Contractor shall submit samples in quantities required by the Contract Documents. The Contractor shall submit product data in five (5) copies, plus the number of copies sufficient for the Contractor's requirements. All shop drawings shall be reviewed by the Contractor and shall bear the Contractor's stamp of approval before being forwarded to the Designer. Submittals shall be submitted in such time as to cause no delay to the Work or any part thereof and in accordance with the Contract Construction Schedule and Submittal Register. The Designer shall review the submittal with reasonable promptness, noting desired corrections, if any. The Designer shall retain two (2) copies of the submittal and shall return the balance of the reviewed submittal to the Contractor for action. The Contractor shall furnish any corrected submittal to the Designer. The Designer shall retain two (2) copies of the corrected submittal and will return the balance of the reviewed submittal to the Contractor.

No substitutions will be accepted after the bids have been received. All substitutions prior to the receipt of bids shall be in accordance with the Contract Documents. Refer to Instructions to Bidders, Paragraph 3, Substitutions.

The Contractor acknowledges that the processing of shop drawings and other submittals is directly impacted by the clarity, completeness, and accuracy of said documents and that it is the Contractor's responsibility to (i) review and coordinate each submittal with all other related or affected Work and (ii) approve each submittal before submitting same to the Designer for approval.

- 6.3 No substitutions and no deviations from any requirement of the Contract Documents shall be deemed allowed unless the Contractor has specifically informed the Designer and the Owner in writing of such deviations at the time of submittal and the Designer and the Owner have given written and specific approval to the substitutions or deviations. In proposing a deviation or substitution the Contractor warrants to the Owner, notwithstanding any review, allowance or approval by the Designer or the Owner that the deviation or substitution is at least equal to or better in quality and for the purpose intended, and that Contractor shall not by reason of any such review, allowance or approval be relieved from any obligation or responsibility contained in the Contract Documents.
- 6.4 Review of submittal by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with terms or designs of the Contract Documents nor from responsibility for errors of any sort in the submittal.
- 6.5 The Contractor shall keep one record copy marked "As-Built" of all Specifications, Drawings, Addenda, Modifications, and Submittals at the Project in good order and annotated at least monthly to show all changes made during the construction process. Such monthly annotations and their approval by the Designer shall be a condition precedent to approval by the Designer of each monthly Request for Payment. Said record copy shall be stored at the Project and fully protected from damage by fire or other hazard. This record copy shall be available to the Designer and Owner for inspection at all times and shall be delivered to the Designer for the Owner's purposes prior to the Designer's certifying Substantial Completion of the Work.



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- 6.6 At completion of the Project and before Final Payment, the Contractor shall assemble and deliver to the Owner one complete set of all as-built drawings and one complete set of all approved submittals, product data, and samples which were reviewed by the Designer. These drawings and submittals shall be on paper, or in electronic or other media if required by the Supplementary Conditions. These drawings and submittals shall be categorized and packaged as directed by the Designer.

ARTICLE 7. CONTRACTOR

- 7.1 The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as may be set forth specifically in the Contract Documents, the Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 7.2 The Contractor shall appoint a Project Manager and shall keep on the Project at all times during its progress a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Owner except under extraordinary circumstances, in which event immediate written notice shall be given to the Designer and the Owner. The Project Manager and the Resident Superintendent may be the same person or different persons. At any time, the Owner, in its sole and absolute discretion, may require the Contractor to replace the Project Manager or Resident Superintendent with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Contractor. Such replacement shall be at the Contractor's expense and at no cost to the Owner.

Both the Project Manager and the Resident Superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to either of them shall be as binding as if given to the Contractor.

- 7.3 The Contractor shall provide sufficient competent and suitably qualified personnel, equipment, and supplies to lay out the Work and perform construction as required by the Contract Documents. The Contractor will at all times maintain good discipline and order at the site, and will comply with all applicable OSHA standards.

Any person employed by the Contractor, any Subcontractor, or any sub-subcontractor who, in the opinion of the Designer or the Owner, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner or Designer, be removed forthwith by the Contractor, Subcontractor, or sub-subcontractor employing such person without cost to the Owner, and shall not be employed again in any portion of the Work without the written approval of the Owner or Designer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work within three (3) days after written order, the Owner may withhold further payment by written notice until compliance with such order.



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- 7.4 If, in the opinion of the Designer or the Owner, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, he shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer or the Owner in writing.
- 7.5 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work, other than those specifically excluded by the Contract Documents and to be furnished by the Owner or others. When use or storage of hazardous materials or equipment or methods of more than ordinary risk are necessary in accomplishing the Work, the Contractor shall give the Owner and Designer reasonable advance notice.

If any materials are to be furnished or installed by the Owner or others under the terms of the Contract Documents, said materials shall be made available to the Contractor at the location(s) specified in the Contract Documents. All costs of handling, transportation from the specified location to the Project, storage, and installing of Owner-furnished materials shall be included in the Contract Price. The Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner shall deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good any such damage, loss, or deficiency.

All equipment which is proposed to be used in the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing facilities shall result from its use.

When the methods and equipment to be used by the Contractor accomplishing the Work are not prescribed in the Contract Documents, the Contractor shall be free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.

When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Designer. If the Contractor desires to use a method or type of equipment other than specified in the Contract Documents, the Contractor may request authority from the Designer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it shall be on the condition that the Contractor shall be fully responsible for producing Work in conformity with the requirements of the Contract Documents. If, after trial use of the substituted methods or equipment, the Designer determines that the Work produced does not meet the requirements of the Contract Documents, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment at no additional cost to the Owner. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Designer may direct. No change in the Contract Price or in Contract Time shall be made as a result of authorizing a change in methods or equipment under this paragraph.



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- 7.6 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Project site in their original packages or containers with seals unbroken and labels intact.
- Materials shall be so stored as to assure the preservation of their quantity, quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected by the Designer or Owner prior to their use in the Work and shall meet the requirements of the Contract Documents at the time they are incorporated into the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Designer and the Owner. Materials to be stored at the Project or on the Owner's property shall not create an obstruction to the Owner's or other contractor's reasonable activities. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission. All storage sites on private or the Owner's property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.
- 7.7 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.
- 7.8 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of the Contractor's own employees. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor or supplier and the Owner or the Designer, or any obligation on the part of the Owner or the Designer to pay or see to the payment of any money due any such Subcontractor or material furnisher except as may otherwise be required by law. The Owner or the Designer may furnish to any Subcontractor or supplier, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.
- 7.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors.
- 7.10 The Contractor agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of the Owner and to furnish written evidence thereof to the Designer and the Owner within seven (7) days after written request by the Owner.
- 7.11 The Contractor shall attend job progress conferences and all other meetings or conferences as directed by the Designer. The Contractor shall be represented at these job progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct. Job progress conferences shall



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be open to Subcontractors, suppliers and any others who may contribute beneficially toward maintaining required job progress, and such personnel shall be encouraged by the Contractor to attend. It shall be the principal purpose of job progress conferences to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Work and the Project by the specified Completion Dates. The Contractor shall be prepared to assess progress of the Work as required in the Contract Documents and to recommend remedial measures for correction of progress as may be appropriate. The Designer shall preside as chairman and arrange for minutes to be taken and circulated.

In the event that the prosecution of the Work is discontinued for any reason, the Contractor shall notify the Designer and the Owner at least forty-eight (48) hours in advance of resuming operations.

Should the terms of the Contract Documents require completion of one or more portions of the Work for the Beneficial Occupancy of the Owner prior to completion of the entire Work, the Contractor shall complete such portion(s) of the Work on or before the date specified. Such completion shall include the obtaining of all government or other permits, permission, and/or approvals necessary to occupancy. The Contractor shall independently estimate the difficulties involved in arranging the Work to permit such Beneficial Occupancy and shall not claim any additional compensation or time extension by reason of any delay or increased cost due to completing such portion(s) of the Work. The Owner's possession and use of such portion(s) of the Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. The Owner shall be responsible for the security, maintenance, utilities, and insurance of all portions of the Work completed and beneficially occupied by the Owner.

- 7.12 The Contractor shall pay all license fees and royalties, and assume all costs incident to the use of any invention, design process, or device which is the subject of patent rights or copyrights held by others, except for inventions, design processes, or devices specified by the Designer in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner, the Designer, and anyone directly employed by either of them, from and against all claims, damages, losses and expenses, including attorney's fees and costs of defense, arising out of any infringement or alleged infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any actual or alleged infringement of such rights.
- 7.13 The Contractor shall secure and pay for all permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 7.14 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and shall protect and indemnify the Owner and the Owner's officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or by the Contractor's employees, Subcontractors, sub-subcontractors, or their employees.



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- 7.15 The Contractor shall be responsible for the entire site of the Project and for its reasonable and necessary protection and security, as required by laws or ordinances governing such conditions, or by custom or sound construction practices, and shall share such responsibilities as may be agreed upon among them, or in the absence of such agreement, as may be directed by the Contract Documents, Owner, or Designer. The Contractor shall be responsible for any damage to the Owner's property, or that of others, by the Contractor or the Contractor's employees, Subcontractors, sub-subcontractors, or their employees or agents, and shall make good such damages. The Contractor shall be responsible for and pay for any such claims against the Owner.
- 7.16 The Contractor shall protect all landscaping designated to remain in the vicinity of the operations and barricade all walks, roads, and areas as necessary to keep the public away from the construction.
- 7.17 The Contractor shall provide cover and/or protect all portions of the Work and provide all materials necessary to protect the Work whether performed by the Contractor or any of the Subcontractors or sub-subcontractors. Any Work damaged through the lack of proper protection, or from any other cause, shall be repaired or replaced without extra cost to the Owner or extension to the Contract Time.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective effort prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance shall be included in the Contract Price and the Contractor will not be paid an additional amount for such effort. Should the Owner or Designer observe that the Contractor at any time has failed to maintain the Work as provided herein, the Designer may immediately notify the Contractor of such non-compliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. Should the Contractor fail to properly respond to the Designer's notification, the Owner may, at the Contractor's expense, take such action as it may deem appropriate to remedy the defective maintenance, including suspension of the Contractor's Work or any part thereof. Any such expense incurred by the Owner shall be deducted from monies due or to become due the Contractor.

Parking lots, streets, and walks connecting to the Project area shall be protected by the Contractor from deposits of mud, sand, stone, litter, or debris in any form.

Pedestrian traffic areas around the construction limits must be maintained in a clean and safe condition at all times with required barricades and covered walkways. When excavation or other operations outside the Project limits is required, the Contractor shall, immediately following that work, return the area to its original condition.

All catch basins and storm drain lines in the vicinity of the Project site shall be protected at all times from entry of dirt, rubble and other debris. The residue from the cleaning of trucks, wheelbarrows, concrete buggies, etc. must be prevented from entering the drainage system, and if cleaning is done, the residue must be contained and removed from the Project site with other refuse.



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- 7.18 No burning of refuse or debris shall be allowed inside or around the Project during the course of construction without written authority from authorities having jurisdiction and the Owner.
- 7.19 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons involved with the Work. Such measures and programs shall include the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or equivalent requirements, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements relating to the prevention of accidents or injuries to persons on or about the location of the Work.
- All trenches, excavations, or other hazards in the vicinity of the Work shall be well barricaded, and properly lighted at night. When Work requires closing of an area normally used by the Owner or the public, the Contractor shall furnish, erect, and maintain temporary barricades, and properly light the area. The Contractor shall comply with any directions and public authorities in this respect.
- 7.20 The Contractor shall designate a responsible officer or employee as safety inspector, whose duties shall include accident prevention on the Project as well as implementation of the Contractor's safety measures and safety programs on the Project. The name of the safety inspector shall be made known to the Designer and the Owner at the pre-construction conference.
- 7.21 In emergencies affecting the safety of persons, the Work, or property at the Project site or adjacent thereto, the Contractor is obligated to act in the Contractor's discretion to prevent threatened damage, injury, or loss. As soon as practicable, the Contractor shall notify the Designer and Owner of such emergency. The Contractor shall give the Designer and the Owner prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergency. If the Contractor believes that additional work done in an emergency entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided in Articles 14 and/or 15.
- 7.22 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work. At least weekly and at the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the Project. At the completion of the Work, the Contractor shall remove all tools, construction equipment, machinery, and surplus materials. The Contractor shall leave the Work in condition for occupancy by the Owner such that no cleaning or other operations are required. Material cleared from the Project and deposited on adjacent property shall not be considered as having been disposed of satisfactorily. If the Contractor fails to keep the Project clean of waste materials or rubbish, fails to satisfactorily clean-up weekly or at the completion of the Work, the Owner may do so and the costs thereof may be deducted from any amounts due the Contractor.
- 7.23 Utilities, temporary facilities, and signs shall be provided as described in the Contract Documents. Absent a contrary direction in the Supplementary Conditions, the Contractor shall pay all bills for water, electricity, or other public utility service to the Project site.



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7.24 The Contractor shall indemnify and hold the Owner, the Designer, the Designer's consultants, and their officers, agents, and employees harmless against all costs, damages, and expenses, including attorney's fees and costs of defense, arising out of claims by any separate contractor or by any Subcontractor, sub-subcontractor, or supplier engaged by or employed by the Contractor or employed by any of the Subcontractors claiming through him, including without limitation damages, losses, and expenses arising out of or relating to any inconvenience, delay, interference, or other action or non-action of the Contractor or the Contractor's Subcontractors on the Project.

The Contractor acknowledges that should the Contractor or any of the Contractor's Subcontractors be damaged by any breach of contract by any other separate prime contractor on the Project, the Contractor may invoke applicable dispute resolution procedures with said other separate prime contractor or bring a direct civil action against said other separate prime contractor. The Contractor hereby expressly agrees that neither the Owner nor its officers, agents, or employees shall have any liability of any kind or nature whatsoever to the Contractor, its Subcontractors, sub-subcontractors, or suppliers arising out of or relating to any breach, inconvenience, delay, interference, or other action or non-action by any other separate prime contractor. The Contractor covenants not to sue the Owner for any loss or damage caused by any breach, inconvenience, delay, interference, or other action or non-action by any other separate prime contractor, notwithstanding whatever rights at law the Contractor might have to bring a civil action against the Owner for any breach, inconvenience, delay, interference, or other action or non-action of any other separate prime contractor. The Contractor agrees to look exclusively to the other prime contractor for relief or remedy.

Nothing contained herein or appearing anywhere in the Contract Documents shall obligate or require the Owner to exercise any right or privilege, or to take any action or to refrain from taking any action under any contract it may have with any other prime contractor or party to the Project for the benefit of the Contractor or any Subcontractor, sub-Subcontractor, or supplier claiming through the Contractor.

7.25 Prior to completion of the Work and Final Payment of the Contract Price, excepting only those portions of the Work deemed accepted in accordance with the Contract Documents, the Contractor shall have charge and care of the Work, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall as required by the Owner replace, rebuild, repair, restore, and make good all injury or damage to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expenses thereof.

7.26 In the event that the Work, or any portion thereof, is suspended at any time pursuant to an order of the Owner, the Contractor shall obey all instructions of the Owner regarding storage of materials, drainage, protection of the Work, and erection of temporary structures during the suspension period.

7.27 The Project Expediter for the Project shall be responsible for the coordination of the Work of itself and any other separate contractors, both as to space and time. The Project Expediter shall coordinate the implementation of the Contract Construction Schedule, all



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construction activities and close-out of the Project, including but not limited to all testing, inspection, certifications, and approvals required by public agencies.

The Contractor and the Project Expediter shall each be required to notify the Designer and the Owner promptly of any event or condition which could affect the conduct or progress of the Work and shall cooperate fully with all other contractors on the Project site.

- 7.28 The Owner hereby delegates to the Project Expediter all of its duties to coordinate and to expedite the Work not expressly reserved to the Owner by other provisions of the Contract Documents.
- 7.29 All Work performed pursuant to the Contract Documents shall conform in all respects to the North Carolina State Building Code and all other state, local, and national codes in effect at the time of and applicable to this Work.
- 7.30 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons at the Project site, and shall comply at all times with the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or the equivalent requirements of the Contractor's safety program, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements so as to prevent accidents or injuries to persons on or about the Project site. The Contractor shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairways, and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials, and shall maintain all protective devices and signs throughout the progress of the Work.
- 7.31 The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926 as adopted in 13 NCAC 07F.0201, including 29 CFR Part 1910 General Industry Safety and Health Standards applicable to construction) and N.C. Gen. Stat. §95-126 through 155 (Occupational Safety and Health) as well as all revisions and amendments to such standards or statutes as may occur throughout the performance of the Work.
- 7.32 Any land disturbing activity performed by the Contractor in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15 North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 NCAC 4A, 4B, and 4C), and as may be revised or amended in the future. Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said Act are promptly taken. The Contractor shall be responsible for all penalties assessed pursuant to N.C. Gen. Stat. 113A-64 with respect to its Work, and shall indemnify and hold harmless the Owner from all costs and expenses, including attorney's fees and costs of defense arising out of or related to the enforcement of the Act against any party or person described in this Article.



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- 7.33 Any mechanical or electrical work such as sleeves, inserts, chases, etc. located in the Work of the Contractor for general work shall be built in by that Contractor. On multiple prime projects, the mechanical and electrical contractors shall set all sleeves, inserts, and other devices built into the structure in cooperation and under the supervision of the Contractor for general work. The responsibility for exact location of such items shall be that of the mechanical, plumbing, or electrical prime contractor.
- 7.34 The Contractor shall be responsible for permanently fixed service facilities and systems in use during progress of the Work and shall strictly adhere to the following procedures:
- a) Prior to acceptance of the Work by the Owner, the Contractor shall remove and replace any part of the permanent building systems damaged through use during construction.
 - b) Temporary filters shall be installed in each of the heating and air conditioning units, return air grilles, and other locations to prevent intrusion of dust, dirt, and debris during construction. Temporary filters shall be removed and replaced with new filters immediately prior to Substantial Completion.
 - c) Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied.
 - d) When the permanent lighting system is used during construction, lamps shall be replaced and shall be new on the date of Substantial Completion.

ARTICLE 8. OWNER

- 8.1 The Owner shall issue communications and notices to the Contractor through the Designer to the extent contemplated by the Contract Documents.
- 8.2 In case of termination of the employment of the Designer, the Owner shall appoint as Designer a qualified person who shall have and assume all rights and duties held by the original Designer.
- 8.3 The Owner shall have the right to take possession of and use any portion of the Work notwithstanding the fact that the time for completion of such portion of the Work may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.
- 8.4 A waiver on the part of the Owner of any breach of any part of the Contractor shall not be held to be a waiver of any other or subsequent breach.
- 8.5 The Owner shall pay all permanent acreage fees, governmental impact fees, and meter deposits for permanent utilities.

ARTICLE 9. CONSTRUCTION MANAGER



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- 9.1 The Owner may employ one or more Construction Managers for the purpose of assisting the Owner, Designer, and Contractor in developing and administering budgets and cost controls, in evaluating constructability and value engineering proposals, in establishing and maintaining a critical path method (CPM) schedule, in coordinating and/or expediting the Work with other projects being constructed by the Owner or others adjacent or near the Work, or for such other purposes as the Owner may deem appropriate. From time to time the Owner may identify such Construction Managers(s) to the Contractor in writing identifying any tasks assigned to such Construction Managers(s).

ARTICLE 10. DESIGNER

- 10.1 The Designer is charged with the responsibility of interpretation of the Contract Documents. The Designer's decisions relating to aesthetic matters shall be final.
- 10.2 All Work completed under the Contract Documents shall be subject to review by the Designer. No Work is to be covered without the Designer's review or prior authorization. Any Work so covered without the Designer's review or prior authorization shall be uncovered at the Contractor's expense. The Contractor shall notify the Designer in writing at least twenty-four (24) hours in advance of covering any Work.
- 10.3 The Designer shall not be responsible for the construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, but shall be entitled to enforce any requirements in the Contract Documents specifying particular means, methods, techniques, sequences, or procedures.
- 10.4 The Designer shall be an Owner's representative during the construction period. The duties, responsibilities and authority of the Designer as the Owner's representative during construction are as set forth in the Contract Documents.

ARTICLE 11. TESTING AND SURVEYING

- 11.1 Laboratory and field tests to determine compliance of construction with the Contract Documents shall be made by the Owner or testing consultants employed by the Owner except those required elsewhere in the Contract Documents to be paid for by the Contractor. The costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor and are included in the Contract Price. Any Work in which untested materials are used without approval or written permission of the Designer shall be removed and replaced at the Contractor's expense. Work found to be unacceptable or unauthorized will not be paid for and, if directed by the Designer shall be removed and replaced at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM or other generally recognized or specifically authorized methods which are current on the date of advertisement for bids shall be made at the expense of the Owner; provided, however, in the event that after such testing any Work is found to be defective or does not meet the requirements of the Contract Documents, the costs of retesting such Work and the costs of inspection services shall be paid by the Contractor. Samples shall be taken by a testing laboratory employed by the Owner. All materials being used are subject to inspection, tests, or rejection at any time prior to or during incorporation into the Work. Copies of all Owner test reports will be



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furnished to the Contractor at his written request. Copies of Contractor test reports shall be furnished to the Designer upon written request.

11.2 The Owner shall have the right to deduct the costs of additional testing as described in paragraph 11.1 from any money due the Contractor; or if no money is due the Contractor, the Owner shall have the right to recover these costs from the Contractor, from its sureties, or from both.

11.3 All layouts and surveying shall be accomplished by properly qualified personnel duly licensed in the State of North Carolina.

ARTICLE 12. SEPARATE CONTRACTS

12.1 It is expressly understood that the Owner may deploy the Owner's own employees or engage other separate prime contractors to perform Work as a part of the Project whose work will be performed simultaneously and sequentially with the performance of the Work by the Contractor. It shall be necessary for the Contractor to coordinate construction activities with such other contractors, particularly with respect to access to work areas, storage of materials, and use of elevators and other common facilities. The Contractor shall diligently and in good faith cooperate with the Owner, the Designer, and all other contractors with respect to such matters and shall regularly and faithfully attend any and all meetings called by the Owner or the Designer with respect to such matters. Any disputes between the Contractor and any other separate prime contractor with respect to such matters shall be resolved in accordance with the claim and dispute resolution procedures in the Agreement.

ARTICLE 13. CONTRACT TIME

13.1 Within fourteen (14) days after receipt of the Construction Agreement by the Contractor for signatures, the Project Expediter shall prepare and submit to the Designer and Owner for review and approval a preliminary progress schedule for the Work pursuant to the requirements stated in the Contract Documents.

13.2 Within fourteen (14) days after initial receipt of the Construction Agreement for signatures the Contractor shall submit to the Designer a Submittal Register listing all Submittals the Contractor is required to make or proposes to make under the Contract Documents, the dates on which the Contractor proposes to make such Submittals and the dates by which the Contractor reasonably requires a response from the Designer with respect to each Submittal. The dates submitted shall be incorporated into the Contract Construction Schedule as Completion Dates when they have been approved or modified by the Owner. The Designer shall not be required to review any Submittal from the Contractor until a Submittal Register acceptable to and approved by the Owner has been submitted by the Contractor.

13.3 Not later than thirty (30) days following execution and delivery of the Construction Agreement by Owner to Contractor, the Owner shall deliver to the Contractor a Notice to Proceed. The Notice to Proceed shall state a commencement date on which it is expected that the Contractor will begin the Work to be performed under the Agreement. The Contract Time shall be measured from said specified commencement date. The commencement



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date stated in the Notice to Proceed shall not be earlier than three (3) days after the Notice to Proceed is served on the Contractor.

If, other than by mutual agreement, said specified commencement date is more than thirty (30) days after the date of execution and delivery of the Agreement from Owner to Contractor and the Contractor believes said delay justifies an increase in Contract Price and/or an extension of Contract Time, the Contractor may make a claim therefore as provided in Article 14 and/or Article 15.

No Work shall be done prior to the date specified in the Notice to Proceed.

A final Contract Construction Schedule shall be submitted for approval by the Contractor, Designer, and Owner no later than fourteen (14) days after Notice to Proceed. No payments shall be due the Contractor until this schedule is approved by all parties.

- 13.4 The Contract Construction Schedule is a Contract Document. The Contractor represents that the Contract Construction Schedule has been reviewed in detail, that the Contractor participated in its preparation, that all of the activities which impact, limit, or otherwise affect the time of completion of the Work are shown in the Contract Construction Schedule and that all of the activities of others which impact, limit, or otherwise affect the start, duration, or completion of the Contractor's activities are also shown. The Contractor further represents that the Contractor can and will complete each activity within the time shown for that activity. Time is of the essence with respect to each such activity and Completion Date.
- 13.5 If the Contractor submits a construction schedule, progress report, or any other document that indicates or otherwise expresses an intention to achieve completion of the Work prior to any Completion Date required by the Contract Documents or prior to expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.
- 13.6 If the Contractor, for reasons beyond the Contractor's control, is delayed in beginning any activity, the Contractor shall, nevertheless, have the same number of days as is shown in the Contract Construction Schedule for the activity, and the affected activity and any succeeding activity that is dependent upon that activity shall be adjusted accordingly; provided that at any time the Owner, by means of a Change Order, may require the Contractor to work overtime, to increase labor forces or to take any necessary or appropriate action to decrease the time required for any activity, and the Contractor shall be entitled to an adjustment in the Contract Price computed in accordance with Article 15 of these General Conditions.
- 13.7 At any time, the Owner may order the Contractor, on seven (7) days written notice, to begin any activity earlier than the starting date shown on the Contract Construction Schedule.
- 13.8 Should the Contractor fail to start any activity on the start date shown in the Contract Construction Schedule or as it may have been adjusted in accordance with paragraphs 13.5 or 13.6 above, or become delayed, the Contractor shall, without being entitled to any increase in the Contract Price or other compensation, work overtime, increase labor forces or take such other action as may be necessary or appropriate to complete the activity by



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the Completion Date shown on the Contract Construction Schedule, or as such Completion Date may have been adjusted.

- 13.9 The Designer and Owner or his Construction Consultant shall monitor progress of the Work at all times and the Contractor shall cooperate with such monitoring and provide any and all information with respect to the progress of the Work and scheduling as the Owner may reasonably require.
- 13.10 On a monthly basis, the Contractor shall revise the Contract Construction Schedule, showing any adjustments made in accordance with paragraphs 13.5 or 13.6, above, by any Change Order, the progress of the Work, and any days gained or days lost with respect to any activity, and shall furnish copies thereof to the Owner and Designer.
- 13.11 Should any monthly revision of any Contract Construction Schedule show that the Contractor is behind on any activity, the late completion of which could delay Substantial Completion of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Contractor an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should Substantial Completion be delayed by the same number of days that the Contractor is currently behind schedule. If, subsequently, the Contractor's progress, as shown by any succeeding monthly revision to the Contract Construction Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Contractor such amounts as have been withheld in accordance with this paragraph.
- 13.12 The Owner shall have the right to perform Work, hire and employ labor and craftsmen, rent equipment, subcontract with other parties, or do anything that the Owner deems necessary or appropriate to remedy or cure any delay by the Contractor in the progress of the Work. Such action by the Owner shall not, in any way, affect, void or limit any warranty, guaranty or other responsibility of the Contractor under the Contract Documents. Such action may be taken by the Owner only after three (3) days written notice to the Contractor. All costs incurred by the Owner in taking any such action shall be charged to the Contractor and deducted from any amounts remaining due under the Agreement.
- 13.13 The Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseen causes beyond the control and without the fault or negligence of the Owner, the Contractor or the Contractor's Subcontractors as follows:
- a) Labor disputes and strikes that directly impact the critical path activities of the Contract Construction Schedule;
 - b) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials.
 - c) Acts of the public enemy; acts of the State, Federal, or local government in their sovereign capacities.
 - d) Abnormal inclement weather as defined in Article 13.14.



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13.14 On any day that the Contractor considers that the Project is delayed by adverse weather conditions, the Contractor shall identify in writing to the Designer and the Owner the adverse weather conditions affecting each activity, the specific nature of the activity affected, the number of hours lost, and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Designer written recognition of the delay. The time for performance of this Contract includes an allowance for a number of calendar days which may not be suitable for construction Work by reason of adverse weather. The Contract Time will be extended only if the number of calendar days of adverse weather recognized by the Designer exceeds the number of inclement weather days set forth below, and the Contractor demonstrates how this adverse weather impacts activities on the critical path of the Contract Construction Schedule.

<u>Month</u>	<u>Number of Inclement Weather Days</u>
January	10
February	10
March	10
April	9
May	10
June	9
July	11
August	10
September	8
October	7
November	8
December	9

13.15 If the Contractor believes that the progress of the Work has been adversely affected by adverse weather recognized by the Designer during a particular month, the Contractor shall submit a written request for extension of time to the Designer. Such a request for time extension of the Contract Time shall be submitted by the tenth (10th) day of the month following that month in which the adverse weather is encountered. The request shall include, but is not limited to, the following information:

- a) Detailed description of weather's effect on scheduled activities and its net effect on the critical path of the Project, and
- b) Weather records from the official weather station nearest the Project site and records of actual observation as contained in daily reports, correspondence, or other documentation.

13.16 The Contractor specifically recognizes that a delay by the Contractor in achieving any Completion Date can have the effect of delaying the Substantial Completion of the Project, that such delay in Substantial Completion of the Project will necessarily cause damages, losses, and expenses to the Owner, including, but not limited to and by way of illustration only, increased capitalized costs and interests for the Project, increased and extended Project overhead, Designer's and Consultant's fees, increased costs of construction, increased and extended operation costs of other facilities, and inefficiency and loss of productivity, and that such damages, losses, and expenses may not be readily identifiable or ascertainable at the time they are incurred or at any time. Therefore, and in recognition



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of these factors and the likelihood that actual damages from his delay will not be readily ascertainable, the Contractor agrees to pay to the Owner, as Liquidated Damages and not as a penalty, the sum identified in the Supplemental Conditions hereto as the Liquidated Damages per Day, for each day by which the failure to meet any Completion Date shown in the Contract Construction Schedule, adjusted in accordance with this Article, delays the Substantial Completion of the Project.

- 13.17 The Contractor shall not be entitled to any adjustment in the Contract Price or other compensation from the Owner for any delay in the completion of or progress on the Work that is caused by a force majeure condition or is otherwise not caused by the sole and direct act or omission of the Owner and the Owner's employees or agents.
- 13.18 The sum for Liquidated Damages is the amount stipulated in the Supplementary General Conditions per day per Prime Contractor as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the Work within the time specified, such time being in the essence of this contract and a material consideration thereof.

ARTICLE 14. CHANGES IN THE WORK

- 14.1 Without invalidating the Contract Documents, the Owner may, at any time, or from time to time order additions, deletions, or revisions in the Work. Said additions, deletions, or revisions shall be authorized only by written Change Orders, Construction Change Directives or Field Orders. Upon receipt of a Change Order, Construction Change Directive or Field Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change causes an increase or decrease in the Contract Price and/or an extension or shortening of the Contract Time, adjustments shall be made as provided in Article 14 and/or Article 15.

In order to expedite the Work and avoid or minimize delay in the Work that might affect the Contract Price or Contract Time, the Designer may issue a Change Order in the form of a Construction Change Directive which when signed by the Owner and Designer, directs the Contractor to proceed promptly with the Work involved. Any claim for an adjustment in Contract Price or Time, if not defined in the Construction Change Directive, shall be promptly made in writing in accordance with the procedures defined in Article 15.2.

- 14.2 The Designer may authorize minor changes or alterations in the Work not involving change in the Contract Price or in the Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. Such alterations shall not invalidate the Contract Documents nor release the surety. If the Contractor believes that any minor change or alteration authorized by the Designer entitles him to an increase in the Contract Price and/or an extension of Contract Time, he may make a claim therefore as provided in Article 14 and/or Article 15.
- 14.3 Except in an emergency endangering life or property, no change shall be made by the Contractor except upon prior written Change Order, Directive or Field Order authorizing such Change.



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- 14.4 Increases in the Contract Price and/or extensions of the Contract Time for additional Work performed by the Contractor shall only be in accordance with a written Change Order signed by the Owner and Designer. The Contractor shall not be entitled to additional time or to additional compensation for any Work performed or material supplied which is claimed to have been authorized or settled by an "oral" change, or by a "constructive" or "implied" change, or by a course of conduct, or by any action or non-action by the Owner, Designer, or any other persons, or by any means whatsoever other than by a written Change Order for such Work or material signed by the Owner and the Designer.
- 14.5 Changes in the Work resulting from emergency shall not invalidate the Contract Documents nor release the surety.
- 14.6 Neither the Owner nor the Designer shall be responsible for verbal instructions which have not been confirmed in writing, and in no case shall such instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a proper Change Order, Construction Change Directive or Field Order, whether or not the cost is affected.
- 14.7 The Owner, in its sole discretion, may require that the Contractor notify the Contractor's sureties of any changes affecting the general scope of the Work or change in the Contract Price, and that the amount of applicable bonds shall be adjusted accordingly. If this requirement is exercised, the Contractor shall furnish proof of such adjustment to the Designer and the Owner.
- If this requirement is exercised, the Change Orders shall require written consent of the Contractor's surety. At the time of signing a Change Order, the Contractor shall be required to certify as follows:
- "I certify that all sureties have been notified that my contract has been altered by the amount of this Change Order, and that a copy of the approved Change Order will be mailed to all sureties upon its receipt by me."
- If this requirement is exercised, no payment to the Contractor on account of any Change Order shall become due or payable until written evidence of the surety's consent to the Change Order has been furnished to the Designer and to the Owner, and the furnishing of such written consent is a condition precedent to such payment.
- 14.8 The Contractor shall support all requests for Change Orders with a detailed cost breakdown showing cost of materials, labor, equipment, transportation, other items, Contractor's overhead and profit, and total cost, in accordance with methods defined in this Article, and, if the request seeks an extension of the Contract Time, with a time-related diagram which demonstrates specifically why an increase in construction time is needed.
- 14.9 When a request for a Change Order involves a Subcontractor, the Contractor shall provide quotation from same on Subcontractor's letterhead. The Subcontractor's quote shall list materials, equipment, and labor separately, and show overhead and profit in the manner provided in paragraph 14.8.

ARTICLE 15. CHANGE OF THE CONTRACT PRICE



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15.1 The Contract Price constitutes the total compensation payable to the Contractor for performing all Work under the Contract Documents. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order.

15.2 Any claim for an adjustment in the Contract Price shall be in writing and written notice of any event, action, or non-action which may become the basis of a claim shall be delivered to the Owner and the Designer within three (3) days of the occurrence, or the beginning of the occurrence, of any such event, action or non-action giving rise to the claim. Such written notice is a condition precedent to the making of a claim, and such notice shall describe the basis of the potential claim with reasonable detail and clarity.

A claim shall be made in writing and shall be delivered to the Designer and the Owner no later than fourteen (14) days after such notice. The claim shall describe in detail the basis for the claim, with specific reference to any provisions of the Contract Documents, by paragraph, drawing number, or other specific identification, and shall state the amount claimed and how it is calculated. If the Contractor, at the time the claim is made, is unable to state the amount claimed with accuracy, the Contractor shall so state and provide the estimated amount and the basis on which the amount is to be calculated. At the earliest date practicable, but in no event more than thirty (30) days after Contractor's notice of claim, the Contractor shall supplement the claim with an accurate statement of the amount claimed and how it has been calculated. The Contractor shall provide, in writing, in support of the claim all such explanations, arguments, data, receipts, expert opinions, or other documents or information as the Contractor deems appropriate to be considered in support of the claim. A claim may properly be rejected by the Owner by reason of the Contractor's failure to submit adequate or accurate documentation or information, except that within seven (7) days after being given notice that the claim has been rejected on this basis, the Contractor may submit additional documentation or information. No claim for a change of the Contract Price shall be considered or granted (except solely at the discretion of the Owner) unless a claim is so made, nor shall the Contractor be entitled to any increase in the Contract Price unless the Contractor has given notice and made such a written claim within the times required. The Owner shall decide, after obtaining the advice of the Designer, whether an increase in Contract Price is warranted, and the amount of such increase shall be determined as provided in paragraph 15.4 through 15.5, below. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The Owner shall advise the Contractor of its decision with respect to the claim within fourteen (14) days of its receipt, or of the receipt of additional documentation or information if the absence of such has previously been the basis of rejection of the claim; provided, however, that if, in its sole discretion, the Owner deems that review or consideration of any part of the claim or any matter related thereto by its governing Board is necessary or appropriate, it shall so advise the Contractor and shall provide its decision to the Contractor within seven (7) days after such Board consideration, review or action. Any claim on which the Owner has not provided its decision to the Contractor within the applicable time period shall be deemed denied.



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If the Contractor is not satisfied with the decision of the Owner, the Contractor may within seven (7) days of receipt of the Owner's decision initiate the mediation process as described in Appendix A to the General Conditions of the Contract for Construction.

15.3 In determining the amount of a Contract Price adjustment, the parties shall apply the following methods, as appropriate:

(A) Change in Work: The Owner and Contractor shall negotiate in good faith and attempt to agree upon the value of any change (extra or decrease) in Work prior to the issuance of a Change Order covering said Work. Such Change Order shall set forth the corresponding adjustment to the Contract Price. In the event the Owner and the Contractor are unable to agree, the Owner shall grant an equitable adjustment in the Contract Price.

(B) Emergency Work: In the event of emergency endangering life or property, the Contractor may be directed by the Designer to proceed on a time and material basis, whereupon the Contractor shall so proceed and keep accurately, in such form as may be required by the Designer, a correct account of costs together with all proper invoices, payrolls, and supporting data therefore.

15.4 Where the Contract Price is to be adjusted, the following limitations shall apply in determining the amount of adjustment:

(A) In the case of extra or emergency work, the Contract Price shall not be increased by more than the reasonable, actual, and documented net cost of the extra or emergency work plus ten percent (10%) of such net cost on Work performed by the Contractor and five percent (5%) thereof on any subcontracted Work for overhead and profit combined.

(B) In the case of a decrease in Work, the Contract Price shall not be decreased by less than the net cost of the deleted Work plus five percent (5%) of such direct net cost for profit and overhead.

The term 'net cost' as used herein shall include, as applicable, and shall be limited to, all direct labor, direct material, direct equipment, labor burden, sales taxes, shipping and handling charges, permits and fees, and insurance and bond premium adjustments, if any, attributable to the change. All other items of cost shall be considered as overhead and covered by the percentages allowed in sections A and B of this paragraph.

The Contractor shall provide worksheets or tabulations describing the method by which the direct net cost was calculated, and shall provide all data needed to support the calculation of the direct net cost, all in a form acceptable to the Owner.

15.5 Where the Contract Price is to be adjusted by negotiation, the Owner may authorize and designate the Designer to negotiate with the Contractor on behalf of the Owner; provided, however, any agreement reached between the Contractor and Designer shall be subject to approval by the Owner.



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ARTICLE 16. UNFORESEEN CONDITIONS

- 16.1 Should the Contractor encounter unforeseen conditions at the Project site materially differing from those shown on the Drawings or indicated in the Specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Contractor shall immediately, and in no event more than three days later, give notice to the Owner of such conditions before they are disturbed. The Owner and the Designer shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the Drawings or indicated in the Specifications, they shall at once make such changes in the Drawings and/or Specifications as they may find necessary. Any increase or decrease in the Contract Price resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. However, neither the Owner nor the Designer shall be liable or responsible for additional work, costs, or changes to the Work that could have been reasonably determined from any reports, surveys, and analyses made available for the Contractor's review or that could have been discovered by the Contractor through the performance of its obligations pursuant to the Contract Documents.

ARTICLE 17. CORRECTION OF WORK BEFORE FINAL PAYMENT

- 17.1 The Owner has the authority to stop or suspend work, and the Designer has the authority to order Work removed or to order corrections of defective Work or Work not in compliance with the Contract Documents where such action may be necessary to ensure successful completion of the Work.

Any work, materials, fabricated items, or other parts of the Work which have been found by the Designer to be defective or not in accordance with the Contract Documents shall be condemned and shall be removed from the Project by the Contractor, and immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner. Work or property of the Owner or others damaged or destroyed by virtue of such condemned Work shall be made good at the expense of the Contractor.

Correction of condemned Work described above shall be commenced by the Contractor within twenty-four (24) hours after notice from the Designer or the Owner and shall be pursued to completion. Should the Contractor fail to proceed reasonably with the above-mentioned corrections, the Owner may, three (3) days after the notice specified in the preceding sentence, proceed with correction, paying the cost, including costs of uncovering such condemned Work, of such corrections from amounts due or to become due to the Contractor.

Condemned Work removed shall be the property of the Contractor and shall be removed from the Project by him within ten (10) days after notice to remove it, and if not then removed, thereafter may be disposed of by the Owner without compensation to the Contractor and the cost of such disposal shall be deducted from amounts due or to become due to the Contractor.



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Should the cost of correction of the Work and, if applicable, disposal of the condemned Work by the Owner exceed amounts due or to become due the Contractor, then the Contractor and the Contractor's sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 18. CORRECTION OF WORK AFTER SUBSTANTIAL COMPLETION; WARRANTIES AND GUARANTIES

18.1 Neither the final certificate, Final Payment, occupation of the premises by the Owner, nor any provision of the Contract Documents, nor any other act or instrument of the Owner or the Designer shall relieve the Contractor from responsibility for negligence, defective material or workmanship, or failure to comply with the Contract Documents.

18.2 The Contractor shall, at the Contractor's sole cost and expense, make all necessary repairs, replacements, and corrections of any nature or description, interior or exterior, structural or non-structural, that shall become necessary by reason of defective workmanship or materials which appear within a period of one (1) year from the date of Substantial Completion; provided, however that notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship under the Contract Documents, or under any subcontract, or in connection with any manufactured unit which is installed in the Project, or under the laws of the State of North Carolina, the longer guarantee period shall govern.

18.3 If, within any guarantee period, repairs or changes are required in connection with the Work, which are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Designer and without expense to the Owner:

- a) Completely repair or replace the Work so that it conforms to the Contract Documents;
- b) Correct all defects therein;
- c) Make good all damage which, in the opinion of the Designer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents; and
- d) Make good any Work or material, or any equipment or contents disturbed in fulfilling any such guarantee.

If, in fulfilling the requirements of the Contract Documents or of any guarantee embraced therein or required thereby, the Contractor disturbs any work, facility, premises, or construction belonging to the Owner, the Contractor shall restore such disturbed work to a condition satisfactory to the Owner, and shall guarantee such restored work to the same extent as if it were Work under the Contract Documents.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected, and the Contractor and the



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Contractor's sureties shall be liable for all expenses incurred. "Promptly" is defined as within twenty-four (24) hours for systems necessary to normal operation of the building and within seventy-two (72) hours for all other items. All special guarantees applicable to definite parts of the Work that may be shown in or required by Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee. Manufacturer's standard guarantees or warranties which do not comply with the time limit specified herein shall be extended by the Contractor automatically without further action on the part of the Owner or the Designer.

- 18.4 In the eleventh calendar month after the date of Substantial Completion, and at the request of the Owner, the Contractor, the Owner and the Designer shall make an inspection of the Work for the purpose of identifying defective workmanship and/or materials. If the Contractor, having been requested to do so by the Owner, fails to participate in such inspection, the Contractor shall be conclusively bound by any decision or ruling by the Designer as to any defective workmanship or material and as to the Contractor's responsibility for its repair or replacement.

ARTICLE 19. OWNER'S RIGHT TO DO WORK

- 19.1 If, during the progress of the Work or during any period of guarantee, the Contractor fails to prosecute the Work properly or to perform any provision of the Contract Documents, the Owner, after three (3) days written notice to the Contractor from the Designer, or from the Owner after Final Payment, may perform or have performed that portion of the Work and may deduct the cost thereof from any amounts due or to become due the Contractor. Notwithstanding any action by the Owner under this paragraph, all warranties and bonds given or to be given by the Contractor shall remain in effect or shall be given by the Contractor.
- 19.2 Should the cost of such action by the Owner exceed the amount due or to become due the Contractor, the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 20. PARTIAL PAYMENTS

- 20.1 Within thirty (30) days after his initial receipt of the Construction Agreement for signatures, the Contractor shall submit to the Designer a Schedule of Values. The Schedule of Values shall indicate the value of the Work, including applicable overhead and profit, for each Division and section of the Project Specifications. The Designer and Owner shall be provided with the Contractor's estimate papers, Subcontractor agreements, supplier quotes, or other documents substantiating these values if so requested in writing by the Designer. The Contractor shall provide the requested documentation within seven (7) days after receipt of the Designer's written request. The Schedule of Values shall be subject to approval by the Owner, and if the Owner and the Contractor cannot agree upon the Schedule of Values, the Designer shall prepare it, and the Schedule of Values as prepared by the Designer shall be binding on the Owner and the Contractor. No Request for Payment shall be certified by the Designer until the Designer has issued approval of said Schedule of Values.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- 20.2 Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Designer a Request for Payment for Work done during the previous calendar month. The Request for Payment shall be in form of AIA Document G702 (latest edition) and shall show substantially the value of Work done (including the value of material delivered to the Project or stored by the Contractor at another site, subject to the conditions hereinafter set forth) during the previous calendar month, and shall sum up the financial status of the Work with the following information:
- a) Total Contract Price, including any adjustment thereto made pursuant to the Contract Documents.
 - b) Value of Work completed and materials properly stored to date.
 - c) Less amount retained.
 - d) Less previous payments.
 - e) Current amount due.
 - f) Balance remaining.

The Contractor, upon request of the Designer, shall substantiate the request with invoices, vouchers, payrolls, or other evidence.

- 20.3 When payment is requested or made on an account of stored materials, such materials must be stored on the Owner's property at such places and in such a manner as may be designated by the Designer. However, in the sole discretion of the Owner, with permission in writing from the Designer and Owner and under such circumstances as may be determined by the Owner, such materials may be stored in a bonded warehouse. The location and conditions for storage of such materials away from the Owner's property in a bonded warehouse shall be within the sole discretion of the Owner. Requests for Payment on account of stored materials shall be accompanied by paid invoices, bills of sale, warehouse receipts, or other documentary evidence establishing Owner's title to such materials, evidence that the stored materials are insured against loss and damage, and such other documentation as required by the Designer. Responsibility for the quantity, quality, and condition of such stored materials, whether stored on the Owner's property or away from the Owner's property, shall remain with the Contractor regardless of ownership or title. No payment shall be made on account of materials stored in a bonded warehouse unless the Contractor has acquired written permission from the Designer for such storage of materials and has complied with all conditions set forth in such permission regarding such storage of materials in a bonded warehouse.

- 20.4 Any Request for Payment received by the Designer on or before the fifth (5th) of the calendar month shall be certified for payment or returned for re-submission to the Contractor on or before the fifteenth (15th) of the calendar month. The Designer's certification shall be for the amount which was requested or that which the Designer has decided was justly due, and shall state in writing to the Contractor and Owner the reasons for withholding payment of any or all of the amount requested.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- 20.5 The Designer may fail to certify all or part of any payment requested for any of the following reasons:
- a) Defective Work not corrected.
 - b) Suits, actions, or claims of any character filed against the Contractor, or due to the operations of the Contractor, or information or notice that a suit, action, or claim will be filed or has been made.
 - c) Information or notice that a Subcontractor or a supplier has not received payment.
 - d) The balance unpaid of the Contract Price is insufficient to complete the Work in the judgment of the Designer or Owner.
 - e) Damage to the Owner or another contractor.
 - f) Inability of the Contractor to meet a Completion Date, including an anticipated failure to meet a Completion Date entitling the Owner to withhold anticipated Liquidated Damages in accordance with paragraphs 13.15 and 13.17 hereof.
 - g) Failure to furnish Submittal as required by the Contract Documents on a timely basis in accordance with the Submittal Register.
 - h) Such other reason as to the Designer may appear prudent, proper, or equitable.

When grounds for withholding certification have been corrected, the Designer shall so certify to the Owner and the Owner shall make any payment due with respect to such certification as a part of his next payment after such certification.

- 20.6 No certificate issued or progress payment made shall constitute an acceptance of the Work or any part thereof.
- 20.7 The amount certified by the Designer for payment shall be ninety-five percent (95%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraph 20.4, and this amount shall be paid by the Owner on or before the last business day of the month, but payment shall not be past due until not paid within fifteen (15) days thereafter.
- 20.8 After certification by the Designer that the Work is fifty percent (50%) complete, based on a determination that 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) and the Contractor has provided to the Owner the written consent of its sureties to the cessation of further percentage retention, the amount certified for payment with respect to subsequent Requests for Payment shall be one hundred percent (100%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with



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paragraphs 20.4 and 20.5; provided, however, that the aggregate of periodic payments shall not exceed ninety-seven and one half percent (97.5%) of the Contract Price. If the Owner determines that the Contractor's performance under the Contract is unsatisfactory, the Owner may resume withholding percentage retention from each subsequent periodic payment application up to the maximum amount of five percent (5%) of the Contract Price.

ARTICLE 21. FINAL PAYMENT

- 21.1 If the Work of the Contractor is limited to demolition, pilings, caissons and/or structural steel, the remaining unpaid balance of the Contractor's Contract Price, less a sum equal to five-tenths percent (0.5%) of the Contract Price, shall be paid within sixty days following receipt of the following documents, all of which must be received before payment shall become due: (i) request for payment from the Contractor; (ii) receipt of consent from the Contractor's surety to the payment; and (iii) approval or certification from the Designer that the work performed by the Contractor is acceptable and in accordance with the Contract Documents.
- 21.2 Except as set forth in paragraph 21.1, within forty five days after Substantial Completion of the Project, the remaining unpaid balance of the Contract Price shall be paid to the Contractor, less an amount equal to two and one-half times the value of punch list work or other work remaining to be completed or corrected, as reasonably estimated by the Owner.
- 21.3 Upon Substantial Completion, the Designer shall prepare and submit to the Contractor a deficiency list identifying all portions of the Work which are known by the Designer at that time to be incomplete or defective. Within thirty (30) days of receipt of this deficiency list, the Contractor shall complete and correct all items on that list along with all other Work required to achieve Final Completion of the Work. At any time prior to completion of the period of warranty, the Designer may submit to the Contractor a supplemental deficiency list, in which case the Contractor shall complete or correct any and all new items identified on the Supplemental deficiency list within the time period stipulated in paragraph 18.3.
- 21.4 Final Payment of any remaining balance of the Contract Price shall not be due to the Contractor until the Contractor achieves Final Completion of the Project.
- 21.5 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Owner except:
- a) Claims arising from unsettled liens or claims against the Contractor.
 - b) Defective Work or materials appearing after Final Payment.
 - c) Failure of the Contractor to perform the Work in accordance with the Contract Documents.
 - d) As conditioned in the Performance Bond.
 - e) Claims made prior to Final Payment which remain unsettled.
 - f) Amounts due arising under Articles 18 and 28.



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- g) Claims for recovery of overpayment based upon incorrect measurement, estimate, or certificate.
- 21.6 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those claims previously made in writing pursuant to paragraph 15.2 and not finally resolved.
- 21.7 The Designer shall not authorize Final Payment until all of the Work under the Contract Documents has been certified by the Designer as completed, proper and suitable for occupancy and use, and has been approved by all federal, state and local agencies having jurisdiction.
- 21.8 The final Request for Payment shall be identified on its face as such and shall be presented by the Contractor to the Designer within thirty (30) days of completion of the Work. Final payment of the retained amount due the Contractor shall be made by the Owner within thirty (30) days after the later of (i) full and Final Completion of all Work required by the Contract Documents, and certification of such Work in accordance with paragraph 20.4; (ii) submission of the affidavits of other documentation required by Article 22; (iii) submission by the Contractor of a Request for Payment identified on its face as final and including the Designer's certification.

ARTICLE 22. CONTRACTOR, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT

- 22.1 The Final Payment due the Contractor on account of the Contract Documents shall not become due until the Contractor has furnished to the Owner through the Designer: (A) an affidavit by the Contractor signed, sworn, and notarized to the effect that all payments for materials, services, or for any other reason in connection with the Work or performance of the Contract Documents have been satisfied and that no claims or liens exist against the Contractor in connection with the same; (B) affidavits from each Subcontractor and supplier signed, sworn, and notarized to the effect that (i) each such Subcontractor or supplier has been paid in full by the Contractor for all Work performed and/or materials supplied by him in connection with the Project, and (ii) that all payments for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the Subcontractor or supplier in connection therewith; and (C) the written consent of the Contractor's sureties to Final Payment. In the event that the Contractor cannot obtain an affidavit, as required above, from any Subcontractor or supplier, the Contractor shall state in the Contractor's affidavit that no claims or liens exist against such Subcontractor or supplier to the best of the Contractor's knowledge, and that if any appear afterwards, the Contractor shall save the Owner harmless for all costs and expenses, including attorneys fees, on account thereof.

ARTICLE 23. ASSIGNMENTS AND SUBCONTRACTS

- 23.1 The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner. Except as may be required under terms of the bonds required by the Contract Documents, no funds or sums of money due or to become due to the Contractor under the Contract Documents may be assigned.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 24. MEASUREMENTS

- 24.1 Before ordering material or doing Work which is dependent for proper size or installation upon coordination with building conditions, the Contractor shall verify all dimensions and shall be responsible for the correctness of same. No consideration will be given for any claim based on differences between the actual dimensions and those indicated in the Contract Documents. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the Designer for adjustment before any Work affected thereby is begun.

ARTICLE 25. CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

- 25.1 Within thirty (30) days after initial receipt of the Construction Agreement for signatures the Contractor shall submit to the Designer and Owner for acceptance a current list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for any and all portions of the Work. The Contractor shall provide this list at this time even if the Contractor was required to submit a list of proposed Subcontractors with the Contractor's bid. The Designer shall promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has objection to any such proposed person or entity or if it needs additional information to evaluate the persons on the list. Failure of the Designer to reply within ten (10) days after the Contractor has furnished all required information shall constitute notice of no objection.

The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Designer has made reasonable objection. If the Designer or Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner and the Designer have no reasonable objection. The Contractor shall make no substitution for any Subcontractor, person, or entity previously allowed without first notifying the Designer and Owner in writing and no substitution may be made if the Owner or Designer makes a reasonable objection to such substitution.

- 25.2 The Contractor agrees that the terms of the Contract Documents, including all portions thereof, shall apply to all Subcontractors of the Contractor as if they were the Contractor, and that the Subcontractors of the Contractor shall, by means of their subcontracts, be bound by all the terms of the Contract Documents including, but not limited to, Article 26 of these General Conditions.
- 25.3 Payments to Subcontractors shall be made in accordance with the provisions of N.C. Gen. Stat. §143-134.1.

ARTICLE 26. USE OF PREMISES

- 26.1 The Contractor shall confine apparatus, the storage of materials, the operations of workers, and the disposal of material to limits indicated by law, ordinances, permits, and directions of the Designer, if any.
- 26.2 The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance, or configuration.



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- 26.3 The Contractor shall enforce all of the Designer's instructions, including, but not limited to, those regarding signs, advertisements, fires, and smoking.

ARTICLE 27. CUTTING, PATCHING AND FITTING

- 27.1 The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and fit it to receive or to be received by Work shown in or which can be reasonably implied from the Contract Documents.

ARTICLE 28. DISPUTE RESOLUTION

- 28.1 The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Appendix A shall be a part of the Contract Documents. Prior to initiating an action under this Article, any party to this Agreement shall initiate the mediation process as provided in Appendix A to these General Conditions of the Contract for Construction.

- 28.2 Any person or firm that expressly or impliedly agrees to perform labor or services or to provide material, supplies, equipment, work, performance or payment bonds, insurance or indemnification for the construction of the Project or the Work shall be deemed a party to this Agreement solely for the purpose of this Article 28. The Contractor, by means of its subcontracts, shall specifically require its Subcontractors to be bound by this Article.

ARTICLE 29. TAXES

- 29.1 The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. The Contractor shall maintain all tax records during the life of the Project and furnish the Owner with a complete listing of all taxes paid by taxing authority, invoice number, date, amount, etc. in a form acceptable to the Owner. The Contractor is required to maintain a file showing taxes paid on the Project for three (3) years after Final Payment or turn said documents over to the Owner for his files.

- 29.2 The following is a list of requirements to be followed by the Contractor in maintaining proper records and reporting the North Carolina Sales and Use Tax and Local Sales and Use Tax. The Contractor shall comply fully with the requirements outlined below, in order that the Owner may recover the amount of the tax permitted under the law.
- a) It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of his Subcontractors. Such evidence shall be transmitted to the Owner with each pay request irregardless of whether taxes were paid in that period.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

- b) The documentary evidence shall consist of a certified statement by the Contractor and each of the Contractor's Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.
- c) Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- d) The Contractor shall not be required to certify the Subcontractor's statements.

ARTICLE 30. OPERATION OF OWNER'S FACILITIES

- 30.1 The Contractor agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent facilities. The Contractor further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous operation. The Contractor shall not close any areas of construction until so authorized by the Designer. The Contractor shall control operations to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

ARTICLE 31. THIRD PARTY BENEFICIARY CLAUSE

- 31.1 It is specifically agreed between the parties executing the Agreement that, with the specific exception set forth paragraph 7.24 hereof, and that exception only, the Contract Documents and the provisions therein are not intended to make the public, or any member thereof, a third-party beneficiary of the Agreement, or to authorize anyone not a party to the Contract Documents to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of the Contract Documents.

ARTICLE 32. MEASUREMENT OF QUANTITIES

- 32.1 All Work completed under the Contract Documents shall be measured by the Contractor using United States customary units of measurement. The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract Documents shall be those methods set forth in the Contract Documents or, if not specifically set forth therein, the method generally recognized as conforming to good engineering practice.

ARTICLE 33. TERMINATION BY THE OWNER FOR CAUSE

- 33.1 If the Contractor fails to begin or complete the Work under the Contract Documents within the time specified, or fails to perform the Work with sufficient labor and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work for three (3) days, or if the Contractor shall become insolvent, be declared bankrupt, commit any act of bankruptcy or insolvency, allow any final judgment to stand against the Contractor or its affiliated



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companies unsatisfied for a period of forty-eight (48) hours, make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, the Owner may give notice in writing to the Contractor and the Contractor's sureties of such delay, neglect, or default, specifying the same, and if the Contractor within a period of three (3) days after such notice shall not proceed in good faith and with reasonable speed to correct such delay, neglect, or default in accordance with such notice, the Owner shall have full power and authority, to the extent permitted by law, without violating the Contract Documents, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials and equipment at the Project as may be suitable and acceptable, and may enter into an agreement for the completion of the Work or pursue such other methods as in the Owner's opinion shall be necessary or appropriate for the completion of the Work in an acceptable manner. All costs and charges incurred by the Owner in proceeding in accordance with the preceding sentence, including attorney's fees, and all costs incurred by the Owner in completing the Work shall be deducted from any money due or which becomes due the Contractor. If such costs and expenses incurred by the Owner shall be less than the sum which would have been payable under Contract Documents if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but if such costs and expenses shall exceed the sum which would have been payable under the Contract Documents, the Contractor and the Contractor's surety shall be liable to the Owner for and shall pay to the Owner the amount of such excess.

ARTICLE 34. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE

- 34.1 The Owner may, without cause, order the Contractor to terminate, suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 34.2 If the Contractor is subsequently ordered by the Owner to resume the Work, any cost or expenses to which the Contractor may be entitled by reason of the suspension, delay, or interruption shall be recovered by means of a Change Order in accordance with Articles 13 and 14 hereof and the Contract Construction Schedule shall be adjusted in accordance with Article 13 hereof.
- 34.3 The Owner shall terminate the Work or portion thereof by written notice when the Contractor is prevented from proceeding with the Work as a direct result of an executive order of the President with respect to the prosecution of war or in the interest of national defense.
- 34.4 In the event of termination by the Owner under this Article, the Contractor shall be entitled to receive the reasonable and documented direct costs incurred prior to termination, including the cost of materials purchased for the Work which purchases cannot be canceled or which material cannot reasonably be used by the Contractor on other work, and the cost of closing down the Project in a safe and efficient manner, plus ten percent (10%) thereof for overhead and profit, subject to the following conditions:
- a) When the Contract is terminated before completion of all items of Work, payment shall be made for the actual number of units or items of Work completed at the applicable contract prices, or as mutually agreed for items of Work partially complete. If a mutual agreement cannot be reached, the Owner shall have the



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authority to make such equitable adjustment as it deems warranted and the Final Payment shall be made accordingly.

- b) Reimbursement for organization of any Work and moving equipment to and from the job shall be considered when not otherwise provided for in the Contract Documents where the volume of completed Work is too small to compensate the Contractor for those expenses under unit prices. If a mutual agreement cannot be reached, the Owner will have the authority to make such equitable adjustments as it deems warranted and the Final Payment will be made accordingly.
- c) Materials obtained by the Contractor for the Work that have been inspected and accepted by the Designer and that are not incorporated in the Work shall, at the request of the Contractor, be purchased from the Contractor at the Contractor's actual cost as shown by receipted bills and actual costs records at such points of delivery as may be determined by the Owner.
- d) No payment shall be made by Owner to Contractor except as herein above provided. No claim for loss of anticipated profits shall be considered or allowed.
- e) Termination of the Contract shall not relieve the Contractor of his responsibilities for any completed portion of the Work nor shall it relieve his sureties of their obligation for and concerning any just claims arising out of the Work performed.

The Contractor shall not be entitled to any other compensation, including compensation for lost profit, lost opportunity, or any other direct or consequential cost, loss, or damage.

ARTICLE 35. MINORITY BUSINESS ENTERPRISE PROGRAM

- 35.1 The Contractor shall at all times comply with the latest edition of the Wake County Minority Business Enterprise Policy. All documentation substantiating compliance with the requirements of this program shall be delivered to the Owner as stipulated in the Contract Documents. A copy of the Wake County Minority Business Enterprise Policy is included in the Project Manual.

ARTICLE 36. GENERAL

- 36.1 If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- 36.2 The titles to Articles herein are for convenience only, are not substantive parts of the General Conditions, and are not to be considered in interpreting the Contract Documents.

END OF GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

TYPICAL SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

These Supplementary Conditions contain changes and additions to the project "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", as published herein. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1. DEFINITIONS

Paragraph 1.13: At the end of the existing paragraph, add the following:

The Contract Time is 120 consecutive calendar days, beginning on the Date of Commencement as specified in the written Notice-to-Proceed.

Paragraph 1.18: Delete the last sentence in its entirety and substitute the following in lieu thereof:

“A list of the Drawings is contained in the “Supplementary General Conditions.”

The Drawings applicable to this Contract are as follows:

G-100	Title Sheet
BD-100	Building Data Sheet
A101	(Deleted)
A102	(Deleted)
A103	(Deleted)
A104	(Deleted)
A105	(Deleted)
A106	(Deleted)
A107	(Deleted)
A108	(Deleted)
A109	Architectural Ninth Floor Details
A110	Architectural Tenth Floor Details
A111	Architectural Eleventh Floor Details
A112	(Deleted)
A113	(Deleted)
A114	(Deleted)
A201	Architectural Door Schedule and Frame Details

WAKE COUNTY COURTHOUSE STAIRWELL AND
ELEVATOR SECURITY, PHASE 1

E-100	Electrical Details & Legend
E-101	Stairwell Security Riser
E-102	Electrical Lower Level Floor Plan
E-103	Electrical Parking Level Floor Plan (Phase One)
E-104	(Deleted)
E-105	(Deleted)
E-106	(Deleted)
E-107	(Deleted)
E-108	(Deleted)
E-109	(Deleted)
E-110	(Deleted)
E-111	(Deleted)
E-112	(Deleted)
E-113	Electrical Ninth Floor Plan (Phase One)
E-114	Electrical Tenth Floor Plan (Phase One)
E-115	Electrical Eleventh Floor Plan (Phase One)
E-116	(Deleted)
E-117	(Deleted)
E-118	(Deleted)
FA-100	Fire Alarm Riser, Details & Legend

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

Paragraph 3.3: Add the following paragraphs:

“To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor (s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.”

“By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment Act*, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.”

“Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.”

Add the following paragraph:

- “3.5 A **Mandatory Pre-Bid Conference** will be held in **Room 630 of the Wake County Courthouse** located at **316 Fayetteville Street, Raleigh** at **11:00 a.m.** local prevailing time, on **November 14, 2018**. **All Contractors are to be present**. Purpose of conference is for prospective Bidders to familiarize themselves with the site and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of Drawings and Specifications can be made. Conflicts in documents, if any, will be resolved by written addendum. (Reference “Instructions to Bidders, Paragraph 11.)”

ARTICLE 5. INSURANCE AND INDEMNITY

Paragraph 5.1.2: In addition to all other endorsements required by the General Conditions, if the Contractor is required to transport, dispose of or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances, the policy of insurance shall be further endorsed to include the following:

Insurance Service Office (ISO) Form #CA 00 01 06 92 or its equivalent, amending exclusion 11 in the following manner:

- i. Delete section a. (1) a.: (Pollution) "being transported or towed by, or handled for movement into, onto or from, the covered auto."
- ii. Delete section a. (1) b.: "Otherwise in the course of transit by the insured."

The Contractor and transporter must comply with all applicable DOT and EPA requirements.

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

Paragraph 6.1: Use this paragraph in lieu of the existing paragraph:

The Designer shall furnish an electronic PDF set of drawings and specifications. The Contractor will be responsible for printing.

Paragraph 6.2: Use this paragraph in lieu of the existing paragraph:

The Contractor shall submit to the Engineer all Submittals required by the Contract Documents. The Contractor shall submit electronic PDF's of the Submittals except for Samples and the Operation and Maintenance Manuals. The Contractor shall submit samples in quantities required by the Contract Documents. All submittals shall be reviewed by the Contractor and shall bear the Contractor's stamp of approval before being forwarded to the Engineer. Submittals shall be submitted in such time as to cause no delay to the Work or any part thereof and in accordance with the Contract Construction Schedule and Submittal Register. The Engineer shall review the submittal with reasonable promptness, noting desired corrections, if any. The Contractor shall furnish any corrected submittal to the Engineer.

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ELEVATOR SECURITY, PHASE 1

No substitutions will be accepted after the bids have been received. All substitutions prior to the receipt of bids shall be in accordance with the Contract Documents. Refer to Instruction to Bidders, Paragraph 3, Substitutions.

The Contractor acknowledges that the processing of Submittals is directly impacted by the clarity, completeness, and accuracy of said documents and that it is the Contractor's responsibility to (i) review and coordinate each Submittal with all other related or affected Work and (ii) approve each Submittal before submitting same to the Engineer for approval.

ARTICLE 10. DESIGNER

Add the following paragraphs:

“10.5 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Substantial Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not substantially complete, successive site visits to determine Substantial Completion will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer's fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer's fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.

“10.6 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Final Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not complete, successive site visits to determine Final Completion of the Work will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer's fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer's fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 13. CONTRACT TIME

Paragraph 13.18: Add the following:

“If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step One Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable

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pre-estimate of damages the Owner will incur as a result of delayed Substantial Completion of the Work:

Two Hundred Fifty Dollars (\$250.00) per consecutive calendar day

If the Contractor fails to achieve Final Completion of the Work within thirty (30) consecutive calendar days of the actual date of Substantial Completion of the Work, the Owner shall be entitled to retain or recover from the Contractor, as Step Two Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following the actual date of Substantial Completion and continuing until the actual date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Final Completion of the Work:

One Hundred Dollars (\$100.00) per consecutive calendar day

The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Should the amount of any liquidated damages exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 29. TAXES

Paragraph 29.1: Add the following to the existing paragraph:

“The Contractor is to use the Sales Tax Reporting Form attached to the contract documents for reporting taxes paid.

ARTICLE 36. GENERAL

Add the following paragraph:

“36.3 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.”

END OF SUPPLEMENTARY GENERAL CONDITIONS

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APPENDIX A
TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
DISPUTE RESOLUTION PROCEDURES FOR WAKE COUNTY BUILDING
CONSTRUCTION RENOVATION AND REPAIR PROJECTS

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Rule

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RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

- A. Purpose of Mandatory Settlement Conferences.** Pursuant to G.S. §143-128(f1) and 143-135.26(11), these Rules are promulgated to implement a mediated settlement program designed to focus the parties' attention on settlement rather than on claim preparation and to provide an opportunity for orderly settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.
- B. Initiating the Dispute Resolution Process**
- 1) Any party to a County public construction contract (referred to herein generally as the "Contract") governed by Article 8. Ch. 143 of the General Statutes and identified in G.S. § 143-128(f1) and who is a party to a dispute arising out of the Contract and the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the County for mediation of the dispute.
- 2) Prior to submission of a written request for mediation to the County, the parties should give notice of any and all claims in accordance with their respective contracts, obtain decisions on the claims as required or allowed by their respective contracts, and attempt to resolve the dispute according to the terms and conditions in their respective contracts. The Mediator may adjourn any mediated settlement conference if the Mediator believes, in his or her sole discretion, that the parties have not satisfied all of the terms and conditions of their respective contracts and that doing so will enhance the prospects for a negotiated settlement.
- C. Condition Precedent to Litigation.** Before any party to a Contract may commence a civil action against the County seeking remedies for breach or non-performance of the Contract by the County, said party must first initiate the dispute resolution process under these rules and attend the mediated settlement conference.

RULE 2. SELECTION OF MEDIATOR

- A. Mediator Listing.** A list of Mediators acceptable to the County is attached to and incorporated by reference into these Rules. The party requesting mediation shall select a Mediator from the designated list. If the County fails to provide a list of acceptable mediators, the list of Mediators shall be deemed to be the list of mediators certified by the North Carolina Dispute Resolution Commission to conduct mediated settlement conferences in the North Carolina Superior Courts.
- B. Selection of a Mediator.** The party requesting mediation shall select a Mediator from the County's list of Mediators and shall file, with the County, a Notice of Selection of Mediator within 21 days of the request for mediation. Such notice shall state the name, address, and phone number of the Mediator selected. If the Mediator selected is not available or declines to participate for any reason, the

requesting party shall select another person from the County's list of Mediators. If the party requesting mediation does not select and designate a mediator within 21 days of the request for mediation, the County shall have the right in its absolute discretion to appoint a mediator from its list of Mediators.

- C. **Disqualification of Mediator.** Any party may request replacement of the Mediator for good cause. Nothing in this provision shall preclude Mediators from disqualifying themselves.

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

- A. **Where Conference is to be Held.** Unless all parties and the Mediator otherwise agree, the mediated settlement conference shall be held in Wake County. The Mediator shall be responsible for reserving a place, making arrangements for the conference, and giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons or entities required to attend.
- B. **When Conference is to be Held.** The mediation shall be completed within 90 days after selection of the Mediator.
- C. **Request to Accelerate or Extend Deadline for Completion.** Any party or the Mediator may request the County to accelerate or extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the Mediator. Objections to the request must be promptly communicated to the County and to the Mediator.

The County, with the concurrence of the designated Mediator, may grant the request by adjusting the time for completion of the conference.

- D. **Recesses.** The Mediator may recess the mediation conference at any time and may set times for reconvening. If the Mediator determines the time and place where the conference is to reconvene before the conference is recessed, no further notice is required to persons present at the conference.
- E. **Project Delay.** The mediated settlement conference that results from a construction contract dispute shall not be cause for the delay of the construction project.

RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN FORMAL DISPUTE RESOLUTION PROCESS

- A. **Attendance.**
 1. All parties to the dispute must designate an official representative to attend the mediation. .
 2. "Attendance" means physical attendance, not by telephone or other electronic

means. Any attendee representing a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys representing parties may attend the mediation, but are not required to do so.
4. Sureties and insurance company representatives are required to physically attend the mediation unless the Mediator and all of the other parties to the mediation excuse their attendance or consent to their attendance by telephone or other electronic means.
5. The parties who attend a duly scheduled mediation conference shall have the right to recover their share of the Mediator's compensation from any party or parties who fail to attend the conference without good cause.

B. Finalizing Agreement. If an agreement is reached in the conference, the terms of the agreement shall be confirmed in writing and signed by all parties.

C. Mediation Fees charged by the Mediator shall be paid in accordance with G.S. § 143-128(f1).

D. Failure to compensate Mediator. Any party's failure to compensate the Mediators in accordance with G.S. § 143-128(f1) shall subject that party to a withholding of said amount of money from the party's monthly payment by the County.

Should the County fail to compensate the Mediator, it shall hereby be subject to a civil cause of action from the Mediator for the 1/3 portion of the Mediator's total fee as required by G.S. § 143-128(f1).

RULE 5. AUTHORITY AND DUTIES OF MEDIATORS

A. Authority of Mediator.

1. **Control of Conference.** The Mediator shall at all times be in control of the conference and the procedures to be followed.
2. **Private Consultation.** The Mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.
3. **Scheduling the Conference.** The Mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and Mediator. In the absence of agreement, the Mediator shall select the date for the conference.

4. Determining good cause for a party's failure to appear at a scheduled mediation conference.

B. Duties of Mediator.

1. The Mediator shall define and describe the following at the beginning of the conference:
 - a. The process of mediation.
 - b. The difference between mediation and other forms of conflict resolution.
 - c. The costs of the mediated settlement conference.
 - d. That the mediated settlement conference is not a trial, the Mediator is not a judge, and the parties retain their legal rights if they do not reach settlement; however, the Mediator will advise all parties that failure to appear at mediation without good cause may result in imposition of sanctions and may be asserted as a bar to lawsuits by claimants who have failed to exhaust this administrative remedy.
 - e. The circumstances under which the Mediator may meet and communicate privately with any of the parties or with any other person.
 - f. Whether and under what conditions communications with the Mediator will be held in confidence during the conference.
 - g. The inadmissibility of conduct and statements as provided by G.S. §7A-38.1(1).
 - h. The duties and responsibilities of the Mediator and the participants.
 - i. That any agreement reached will be reached by mutual consent.
2. Disclosure: The Mediator has a duty to be impartial and to advise all participants of any possible bias, prejudice or partiality.
3. Declaring Impasse: The Mediator may determine at any time during the mediation conference that an impasse exists and that the conference should end.
4. Reporting Results of Conference. The Mediator shall submit a written report to the County and the other parties within 10 days of the conference stating whether or not the parties reached an agreement. The Mediator's report shall indicate the absence of any party from the mediated settlement conference without permission or good cause.
5. Scheduling and Holding the Conference. It is the duty of the Mediator to schedule the conference and conduct it prior to the deadline of completion set by the rules. The Mediator shall strictly observe deadlines for completion of the conference unless said time limit is changed by agreement of the parties.

RULE 6. COMPENSATION OF THE MEDIATOR

- A. The parties shall compensate the Mediator for mediation services at the rate proposed by the Mediator and agreed to by the parties at the time the Mediator is selected. .

RULE 7. RULE MAKING

- A. These Rules may be amended by the County at any time. Amendments will not affect mediations where claims and/or requests for mediation have been filed at the time the amendment takes effect

RULE 8. DEFINITIONS

- A. “County” shall mean the County of Wake, North Carolina
- B. “Project Designer” is that person or firm stipulated as project designer in the Contract Documents for the project.
- C. “Claim” is a demand or assertion by a party seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the parties to a Contract involved in the County’s building construction renovation and repair projects arising out of or relating to the Contract or the construction process. Claims must be initiated by a written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- D. “Good Cause” generally includes any circumstance beyond the control of a party, which prevents that party from meeting obligations. When good cause is asserted as an excuse for a party’s failure to appear at a mediation conference or to otherwise comply with the requirements of these Rules, the Mediator, in his or her sole discretion, will determine whether good cause exists to excuse the party’s failure to appear or otherwise comply with these rules.

RULE 9. TIME LIMITS

- A. Any time limit provided for by these Rules may be waived or extended at the sole discretion of the County, if no Mediator has been selected, and at the discretion of the County with concurrence of the Mediator if a Mediator has been selected.

MEDIATOR LIST

Name	Bar #	Address	Phone	Fax	Email
David M. Barnes	12854	PO Box 10096 Raleigh, NC 27605	919-783-2812	919-783-1075	dmbarnes@poynerspruill.com
Robert Beason	5502	PO Box 52270 Durham, NC 27717	919-419-8979	919-403-8533	rbeason@beasonellis.com
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Richard T. Boyette	7623	PO Box 27808 Raleigh, NC 27611	919-828-5100	919-828-2277	rtb@cshlaw.com
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Thomas C. Duncan	1255	PO Box 989 Greensboro, NC 27402	910-379-1390	910-379-1198	duncan@hillevans.com
Sidney Smith Eagles	1271	PO Box 27525 Raleigh, NC 27611	919-755-8771	919-755-8800	sid.eagles@smithmoorelaw.com
Rene Stemple Ellis	DC/PA	PO Box 52270 Durham, NC 27712	919-417-9979	919-403-8533	rellis@beasonellis.com
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James D. Llewellyn	2732	PO Box 651 Kinston, NC 28502	252-559-2714	252-527-7609	judgelew@chilitech.com
Charles K. McCotter		PO Box 12800 Newbern, NC 28561-2800	252-635-1005	252-635-5050	ckm@justice.com
Peter M. McHugh	6269	915 Country Club Drive Reidsville, NC 27320	336-361-9557	336-361-9569	pmchugh@triad.rr.com
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MEDIATOR LIST

Name	Bar #	Address	Phone	Fax	Email
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Julia F. Youngman	21320	PO Box 33550 Raleigh, NC 27636	919-865-7000	919-865-7010	julie_youngman@elliswinters.com

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**MINORITY BUSINESS ENTERPRISE PARTICIPATION IN WAKE COUNTY BUILDING
CONSTRUCTION AND REPAIR CONTRACTS
INFORMAL CONTRACTS**

1.1 POLICY STATEMENT

It is the policy of the County to encourage minorities to participate in its building construction, renovation and repair projects.

It is further the policy of the County to prohibit illegal discrimination against any person or business enterprise and to conduct its building construction, renovation and repair programs so as to prevent such discrimination.

It is the policy of the County in concert with other local, state and federal agencies and with the assistance of minority groups and agencies, to seek and identify qualified minority business enterprises (MBEs) and to offer them the opportunity to participate, and to encourage them to participate, in the County's building construction and repair programs. Under this policy, the County adopts the definition of MBEs contained in N.C.G.S. § 143-128.2.

It is the policy of the County to provide information and opportunities to minority business enterprises that are available to other business enterprises, and to establish procedures providing MBEs access to information and opportunities available to other business enterprises.

It is the intent of this policy to secure contractors' participation and ensure competition. Nothing in this policy shall be construed to require contractors or the County to award contracts or subcontracts 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.

The County will award public building construction and repair contracts to the lowest responsible, responsive bidder as provided by Article 8 of Chapter 143 of the North Carolina General Statutes.

1.2 SCOPE: This Policy Applies To Minority Business, Minority Persons, and Socially and Economically Disadvantaged Individuals. [Ref: N.C.G.S. §143-128.2(g)]

A. A Minority Business (MBE) is a business:

1. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, 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
2. 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.

- B. A Minority Person¹ is a person who is a citizen or lawful permanent resident of the United States, and who is:
1. Black, that is, a person having origins in any of the black racial groups in Africa;
 2. 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;
 3. 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;
 4. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
 5. Female.
- C. A Socially and Economically Disadvantaged Individual is defined by 15 U.S.C. 637 as a socially disadvantaged individual 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. In determining the degree of diminished credit and capital opportunities, the federal government considers factors such as assets and net worth. This category includes members of economically disadvantaged Indian tribes.

1.3 VERIFIABLE GOALS FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION²

- A. County Funded Building Construction or Repair Projects costing \$30,000 or more.
1. The County has established a verifiable goal of ten percent (10%) for participation by minority businesses in building construction and repair projects covered by this section. [Ref: N.C.G.S. §143-128.2 (a)]
- B. For Building Construction or Repair Projects Using State Appropriations or Other State Grant Funds Where the Project Cost is Equal to or Greater than One Hundred Thousand Dollars (\$100,000), the County shall use the State's verifiable goal of ten percent (10%) for participation by minority business in building construction and repair projects covered by this section. [Ref: N.C.G.S. §143-128.2 (a)]

¹ For building projects funded in whole or in part with federal funds, Hasidic Jews are also considered minority persons.

² Projects funded in whole or in part with federal funds will comply with applicable federal thresholds regarding Minority and Woman Owned Business Enterprises participation.

REGULATIONS AND PROCEDURES FOR IMPLEMENTING MINORITY BUSINESS ENTERPRISE PARTICIPATION POLICY

2.1 INFORMAL BUILDING PROJECTS: Building construction and repair projects costing more than Thirty Thousand Dollars (\$30,000), but less than Three Hundred Thousand Dollars (\$300,000).

A. County Responsibilities:

1. Notify Minority Business Enterprises of bidding opportunities by one of the following methods:
 - a) Advertise the project at the Raleigh/Durham/Triad Minority Business Development Center or similar institution, or;
 - b) Advertise the project in an identified Minority Business Enterprise targeted newspaper(s) or;
 - c) Attempt to contact Minority Business Enterprises totaling at least 30% of the total number of vendors contacted [Ref.: N.C.G.S. §143-129. (b)]
2. Record all contractors contacted, along with the list of contractors provided with bidding documents.
3. Identify Minority Business firms contacted and record their minority category.
4. Record all contractors submitting bids, along with the amount of each bid.
5. Within five (5) days of project completion, submit a completed “Informal Construction Project Report Form” to the Wake County Finance Department.
6. The Wake County Finance Department will collect store, and report data and forms referenced in this Section 00500. See Section 3.2

B. Contractor Responsibilities:

1. The Contractor will provide the following documentation, **Wake County Form MBE-6**, at contract closeout and prior to final payment by the county.
 - a) A list of minority business’s used on the project, identifying the businesses name, type of work performed, and minority category.
 - b) List the dollar amount paid to each minority business and the percentage it represents of the final project value.

2.2 COUNTY RECORD KEEPING PROCEDURES FOR MONITORING CONTRACTOR COMPLIANCE ON COUNTY BUILDING CONSTRUCTION AND REPAIR PROJECTS.

A. INFORMAL CONTRACTS. The County Finance Department shall maintain for three years from project completion date all records with respect to:

1. Those contractors notified or solicited for each building construction or repair projects, noting all that are minority businesses and their minority category.
2. Those contractors that bid or otherwise responded to advertisements or notices of building construction or repair projects, noting all that are minority businesses and their minority category.
3. Prime contracts awarded, the amount of the contracts, identity of those that are minority business.
4. The subcontractors utilized on projects, identity of minority subcontractors, type work performed by minority subcontractors amount paid minority businesses as reported by the prime contractor(s) awarded the bid.
5. The percentage of work on the project performed by minority businesses as reported by the prime contractor. [Ref: N.C.G.S. §143-128.2(i)]

2.3 COMPLAINT PROCEDURES.

A. INFORMAL CONTRACTS:

1. Alleged violations of the provisions of this MBE plan by any party should be reported in writing to the County Manager or his/her designee.
2. The County Manager or his/her designee shall review all facts available and respond in writing. Unresolved complaints may be presented to the Board of County Commissioners. The decision rendered by the Board will be final.

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SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 PROJECT

- A. Project Name: Wake County Courthouse Stairwell and Elevator Security, Phase 1
- B. Owner's Name: County of Wake.
- C. Engineer's Name: HDM Associates, Inc.

1.2 CONTRACT DESCRIPTION

- A. Contract Type: A single prime general construction contract.

1.3 DESCRIPTION OF WORK DESCRIPTION

- A. Replace stairwell doors on 9th & 10th Floors with new metal door. The doors will be prepped for security. (Add Alternate No. 1: 11th Floor).
- B. Replace the hardware on 9th & 10th Floors doors. (Add Alternate No. 1: 11th Floor).
- C. Use aluminum door stop around door frames and not changing the door frames on 9th & 10th Floors. (Add Alternate No. 1: 11th Floor).
- D. Install security conduit to each stair tower door on 9th & 10th Floors. (Add Alternate No. 1: 11th Floor).
- E. Install security conduit to each door to the security drop on 9th & 10th Floors. (Add Alternate No. 1: 11th Floor).
- F. Install power to Security system where indicated.

1.4 OWNER OCCUPANCY

- A. The Owner intends to continue to occupy the building for the entire construction period.
- B. Cooperate with the Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to maintain Owner occupancy.
- D. At all times, maintain corridors and other spaces outside the area of work in a safe and clean state.
- E. Each business day, all stairwell doors shall be installed and in working order.

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ELEVATOR SECURITY, PHASE 1

1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- C. Emergency Building Exits During Construction: Keep all exits open during construction period.
- D. Existing building spaces may not be used for storage. Limited space may be available, coordinate with engineer
- E. Time Restrictions:
 - 1. All work in Owner occupied area will be conducted between the hours of 6 p.m. and 6 a.m.
 - 2. Saturday or Sunday work can be performed 7 a.m. to 6 p.m. The work must be scheduled and approved in advanced with Wake County.
 - 3. All deliveries shall be to contractor's shop. No delivers will be accepted on site. Contractor shall bring all materials to site.
 - 4. Contractor will not be allowed to move materials through the occupied building. All material stocking or movement of materials shall be accomplished between 6 p.m. and 6 a.m.
- F. **Utility Outages and Shutdown: Utility shutdowns shall be scheduled a minimum of 72 hours in advance and be approved by the owner.**
- G. Site Debris & Dumpster: Debris is to be removed on a daily basis. The contractor is not allowed to use the facilities' dumpster.
- H. Protect Work Area: Contractor is required to protect the areas surrounding the work areas. This includes protecting the furniture.
- I. Toilet Facilities: Contractor may use 1 of the public facility located in the building as designated by the owner or engineer. Contractor is to keep facilities clean.
- J. Parking: 1 space in Wake County Courthouse parking deck.
- K. Security & Photo ID badges: The job superintendent and project manager will have photo ID. All other on-site personnel will have the generic number badge. The generic badges are controlled by the contractor.
- L. Existing Conditions: Contractor shall documents existing conditions before mobilizing on site. We recommend that the contractor take photos and forward them to the Engineer.
- M. Work Area: The contractor's employees are to remain in the designated work areas; no wandering is permitted. **There are numerous cameras throughout the facility.**

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- N. Site ethics & conduct: Contractor's employees should be mindful of their attire, language, and attitude. Food and drinks will only be allowed in designated areas.
- O. **Tobacco products (smoking, vaping, etc.), drugs, or alcohol are not allowed on Wake County Property.**
- P. **Weapons are not allowed on Wake County Property. Tools of the trade are allowed, but are not allowed to be left unattended.**
- Q. Fire Alarm: The contractor will be trained on how to place the fire alarm system in test mode. The training will take approximately 1 hour for 3 days. The contractor will then be required to place the fire alarm system in test mode each day prior to beginning work and restore the system at the end of the work period. The contractor is required to wait until the fire alarm system clears all troubles before leaving. If fire alarm system is not operational the contractor will be responsible for maintaining a fire watch in accordance with the City of Raleigh Fire Department.
- R. Permits: The contractor is responsible for all permits. HDM Associates will assist in getting approval of plans with Wake County Inspections.
- S. Life Safety/Mechanical Systems – Impairment Authorization Form: The contractor shall obtain an approved Life Safety/Mechanical Systems – Impairment Authorization Form from Wake County prior to any welding, burning activities or a utility shutdown. All utility shutdown work must be arranged at least 72 business hours in advance with Owner. There shall be a form completed per trade. The form must be signed and returned to contractor before proceeding with the shutdown.
- T. Other Contractor in Building: If there are different contractors in the building working. The contractor is expected to coordinate use of the elevator with the other contractors. We expect all contractors to work together.

1.6 WORK SEQUENCE

- A. The contractor shall receive all materials prior to mobilizing to the site.
- B. Coordinate construction schedule and operations with Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01100

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SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.

1.3 SELECTION AND PURCHASE

- A. Purchase products and systems selected by Engineer from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.6 LUMP-SUM ALLOWANCES

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

1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Lump Sum Allowance No. 1: Include the sum of \$2,500.00 for permit and additional work outside of the scope of the contract.

END OF SECTION 01210

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1 (+Add): 11th Floor.

- Replace stairwell doors with new metal door. The doors will be prepped for security.
- Replace the hardware on doors.
- Use aluminum door stop around door frames and not changing the door frames.
- Install security conduit to each stair tower door.
- Install security conduit to each door to the security drop.

B. Alternate No. 2 (+Add): Emergency Power to 9th and 10th Floor.

- Provide a power circuit from the lower level standby power panel LPL-PJ up through the building to the 9th and 10th Floor's security drops. Alternate is noted on drawings.

END OF SECTION 01230

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Shop Drawings.
 - 3. Product Data.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
 - 1. Permits.
 - 2. Applications for Payment.
 - 3. Insurance certificates.
 - 4. List of subcontractors.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

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3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow 20 days for review.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Engineer.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.

3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm).

1.5 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 2. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.6 ARCHITECTS/ENGINEERS ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect/Engineer will review each submittal, mark to indicate action taken, and return promptly.
 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect/Engineer will stamp each submittal with a uniform, action stamp. The Architect/Engineer will mark the stamp appropriately to indicate the action taken, as follows:
 1. Final Unrestricted Release: When the Architect/Engineer marks a submittal "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

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2. Final-But-Restricted Release: When the Architect/Engineer marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 3. Returned for Resubmittal: When the Architect/Engineer marks a submittal "Not Approved, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
 4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect/Engineer will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01300

SECTION 01310 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General Project coordination procedures.
 - 2. Project meetings.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- C. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
- D. Make adequate provisions to accommodate items scheduled for later installation.
- E. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- F. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- G. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.

1.3 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within 3 days of the meeting.
- B. Preconstruction Conference: The Engineer will schedule a preconstruction conference before starting construction. The conference will be at the Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of the premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
- C. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

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2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
3. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
4. Review present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Sequence of operations.
 - c. Status of submittals.
 - d. Deliveries.
 - e. Off-site fabrication.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and controls.
 - i. Work hours.
 - j. Hazards and risks.
 - k. Progress cleaning.
 - l. Quality and work standards.
 - m. Change Orders.
 - n. Documentation of information for payment requests.
5. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
6. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01310

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SECTION 01731 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Requirements in this Section apply to electrical installations.

1.2 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect/Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.3 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- B. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- B. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 01731

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes demolition and removal of the following:

1. Selected portions of a building or structure.
2. Repair procedures for selective demolition operations.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 SUBMITTALS

- A. Qualification Data: For hazardous material demolition firm.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's and building manager's on-site operations are uninterrupted.
 2. Coordination for shutoff, capping, and continuation of utility services.
 3. Use of elevator and stairs.
 4. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed work.

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6. Means of protection for items to remain and items in path of waste removal from building.

C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.

C. Owner assumes no responsibility for condition of areas to be selectively demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

D. Hazardous Materials: It is expected that hazardous materials will be encountered in the Work.

1. Hazardous materials are limited to PCB contained in ballast and fluorescent lamps containing mercury.

2. If other materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site will not be permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

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1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 3. Protect existing site improvements, appurtenances, and landscaping to remain.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

3.3 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
 1. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.

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- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent indicated. Use methods required to complete the Work within limitations of governing regulations.
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
 - 2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries and other building facilities during selective demolition operations.

3.5 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 - 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- D. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

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- E. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

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SECTION 01780 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operation and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
- B. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
- C. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
- D. Submit record drawings, maintenance manuals, and similar final record information.
- E. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
- F. Complete final cleanup requirements, including touchup painting.
- G. Touch up and otherwise repair and restore marred, exposed finishes.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
- B. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
- C. Submit consent of surety to final payment.

1.5 RECORD DOCUMENT SUBMITTALS

- A. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
- B. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
- C. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
- D. Note related change-order numbers where applicable.
- E. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- F. Provide as-built drawings on clean prints, legible and neatly marked.
- G. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
- H. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
- I. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
- J. Note related record drawing information and Product Data.
- K. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.
- L. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

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- M. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
- N. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
- O. Upon completion of markup, submit complete set of record Product Data to the Engineer for the Owner's records.
- P. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Engineer for the Owner's records.
- Q. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
 - 1. Emergency instructions.
 - 2. Spare parts list.
 - 3. Copies of warranties.
 - 4. Wiring diagrams.
 - 5. Recommended "turn-around" cycles.
 - 6. Inspection procedures.
 - 7. Shop Drawings and Product Data.
 - 8. Fixture lamping schedule.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 - 1. Maintenance manuals.
 - 2. Record documents.
 - 3. Spare parts and materials.
 - 4. Tools.
 - 5. Lubricants.
 - 6. Fuels.

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7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
4. Safety procedures.

3.2 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
- D. Remove labels that are not permanent labels.
- E. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
- F. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
- G. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
- H. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- I. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- J. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

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- K. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

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PROJECT CLOSE-OUT CHECK LIST

Project: Wake County Courthouse Stairwell and Elevator Security, Phase 1

<u>TASK DESCRIPTION</u>	<u>Completed</u>	<u>Date</u>
A. General Requirements		
1. Certificate of Substantial Completion (AIA G704) (Executed by Designer, Contractor and Owner)	_____	_____
2. Inspections Certifications		
a. Certificate of Occupancy (By Building Inspections Officials)	_____	_____
b. Copy of Building Official Inspection Card (Showing required inspection approvals)	_____	_____
c. Regulatory Inspection Sign-Offs (as applicable)		
(1) General Contract	_____	_____
(2) Plumbing Subcontract	_____	_____
(3) Fire Protection Contract	_____	_____
(4) Mechanical Contract	_____	_____
(5) Electrical Contract	_____	_____
(6) Certification Reports for All Backflow Assemblies (Includes Plumbing, HVAC, Fire Protection as applicable)	_____	_____
(7) Well Water Quality Test Report (if applicable)	_____	_____
(8) Other Certifications as Required (NCDFS, NC DOT, NC Land Quality, Local Government, Utilities, Health Dept., Fireproofing Certification, Structural Steel Inspection Certification, etc.)	_____	_____
3. Closeout Reports & Documentation		
a. Owner Instruction and Training with Equipment and Systems (Memo/List of Attendees required for each session)	_____	_____
b. HVAC Test and Balance Report (Approval cover letter from Designer required)	_____	_____
c. Attic Stock Turnover (Transfer to Owner with Typed Inventory Required)	_____	_____
d. Keys & Permanent Hardware Changeover (Delivery of Final Keys and Cabinet to Owner; Memo of Hardware Changeover Date)	_____	_____
e. Insurance Coverage Change Over	_____	_____

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<u>TASK DESCRIPTION</u>	<u>Completed</u>	<u>Date</u>
f. Utility Account Change Over		
(1) Electric Service		
(2) Gas Service		
(3) Water Service		
(4) Other Utility Service		
 B. Record Document Requirements		
1. As-built drawings		
a. Site/Civil		
b. Architectural & Structural		
c. Plumbing		
d. Fire Protection		
e. Mechanical		
f. Electrical		
g. Security		
h. Other (Kitchen Equipment, etc.)		
2. Final Finish Schedule (Updated with actual finishes and bound in with O+M Manual)		
3. Operation & Maintenance (O+M) Manuals (Approval cover letter from Designer required)		
a. Product & Operations Data		
b. Maintenance Information		
c. Product Warranty Certificates/Maintenance Agreements		
4. Shop Drawings – Complete Set (With Architect/Engineer's Review Stamp)		
5. Construction Site Documentation (Contractor's Job Log and Photographs)		
 C. Final Accounting Requirements – by Contractor		
1. Contractor's Certification Of Completion Of Work		
2. Affidavit of Release of Liens (AIA G706A)		
3. Affidavit of Payment of Debts and Claims (AIA G706)		

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<u>TASK DESCRIPTION</u>	<u>Completed</u>	<u>Date</u>
4. Consent of Surety to Final Payment (AIA G707)		
5. Final Certified NC Sales Tax Report		
6. Final MBE Documentation (MBE Form-6)		
7. Final Request for Payment Certified by Designer		
D. Final Accounting Requirements – by Designer		
1. Cover Letter of Approval of Roof Warranty		
2. Cover Letter of Approval for O&M Manuals		
3. Certification by Architect/Engineer of Completed Final Punch List		
4. Final Completion Certificate executed by Designer		
5. Final Liquidated Damages analysis by Designer		
6. Record Drawings (Electronic files + 3 reproducible sets of all drawings based on Contractor As-Builts)		
E. Warranty Period		
1. Pre-Expiration Warranty Inspection (Inspection 30 days prior to warranty expiration date)		

END OF SECTION 01780

SECTION 01782 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Emergency manuals.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, finishes, and systems and equipment.
- B. See Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for products in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit 3 copies of each manual in final form at the 80% billing. Engineer will return copy with comments within 15 days after final inspection. The 80% payment application will not be released until manuals are received.
 - 1. Correct or modify each manual to comply with Engineer's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Engineer's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Engineer.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to content of volume, and cross-referenced to Specification Section number in Project Manual.

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- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (115-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, gas leak, water leak, power failure, water outage, equipment failure and chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include startup, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.

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- D. Maintenance Procedures: Include manufacturer's written recommendations for inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment.
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- F. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

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SECTION 07920 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes joint sealants for the applications indicated in the Joint-Sealant Schedule at the end of Part 3.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color samples consisting of strips of cured sealants showing the full range of colors available for each product exposed to view. Printed color charts will not be acceptable.
- C. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- D. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project. Engage an Installer who has successfully completed within the last 3 years at least 3 joint sealer applications similar in type and size to that of this project and who will assign mechanics from these earlier application to this project, of which one will serve as lead mechanic.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

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- C. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period preceding the commencement of the Work.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.

1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 - 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range. Sealant for masonry control joints shall be custom to match mortar color and shall be submitted to Architect for approval.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience.
- D. Fire Resistant Joint Sealers: One part fire stopping sealant
 - 1. Products:
 - a. Dow Corning Fire Stop Sealant Dow Corning Corporation
 - b. 3M Fire Barrier Caulk CP-25 Electrical Products Div. 3M
- E. Single-Component Mildew-Resistant Acid-Curing Silicone Sealant:
 - 1. Products:
 - a. Dow Corning Corporation; 786 Mildew Resistant.
 - b. GE Silicones; Sanitary SCS1700.
 - c. Tremco; Tremsil 200.
 - 2. Type and Grade: S (single component) and NS (nonsag).
 - 3. Class: 25.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: G, A, and, as applicable to joint substrates indicated, O.
 - a. Use O Joint Substrates: Around countertops and backsplashes and other wet interior locations.

2.4 LATEX JOINT SEALANTS

- A. Latex Sealant: Comply with ASTM C 834, Type P, Grade NF.
- B. Products:
 - 1. Pecora Corporation; AC-20+.
 - 2. Sonneborn, Division of ChemRex Inc.; Sonolac.
 - 3. Tremco; Tremflex 834.

2.5 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin)] [O (open-cell material), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Vertical control and expansion joints on exposed interior surfaces of exterior walls.
 - 1. Joint Sealant: Single-component nonsag silicone sealant.
 - 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range.
- B. Joint-Sealant Application: Interior perimeter joints of exterior openings.
 - 1. Joint Sealant: Latex sealant.
 - 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range.
- C. Joint-Sealant Application: Interior joints between plumbing fixtures and adjoining walls, floors, and counters.
 - 1. Joint Sealant: Single-component mildew-resistant acid-curing silicone sealant.
 - 2. Joint-Sealant Color: Matching wall, floor and counter colors.
- D. Joint-Sealant Application: Vertical joints on exposed surfaces of interior unit masonry walls and partitions.
 - 1. Joint Sealant: Single-component nonsag urethane sealant.
 - 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range.
- E. Joint-Sealant Application: Perimeter joints between interior wall surfaces and frames of interior doors, windows and elevator entrances.
 - 1. Joint Sealant: Latex sealant.
 - 2. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

3.7 WASTE MANAGEMENT

- A. Separate corrugated cardboard in accordance with the Waste Management Plan and place in designated areas for recycling.
- B. Place materials defined as hazardous or toxic waste in designated containers.

END OF SECTION 07920

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SECTION 08110 - STEEL DOORS & FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Steel doors.
- B. Related Sections include the following:
 - 1. Division 9 Section "Painting" for field painting factory-primed doors and frames.
 - 2. Division 8 Section "Hardware" for door hardware.

1.3 DEFINITIONS

- A. Steel Sheet Thicknesses: Thickness dimensions, including those referenced in ANSI A250.8, are minimums as defined in referenced ASTM standards for both uncoated steel sheet and the uncoated base metal of metallic-coated steel sheets.

1.4 SUBMITTALS

- A. Product Data: For each type of door and frame indicated, include door designation, type, level and model, material description, core description, construction details, label compliance, sound and fire-resistance ratings, and finishes.
- B. Shop Drawings: Show the following:
 - 1. Elevations of each door design.
 - 2. Frame details for each frame type including dimensioned profiles.
 - 3. Details and locations of reinforcement and preparations for hardware.
 - a. Coordinate door prep with existing hinges and hardware.
 - 4. Details of each different wall opening condition.
 - 5. Details of anchorages, accessories, joints, and connections.

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- C. Door Schedule: Use same reference designations indicated on Drawings in preparing schedule for doors and frames.

1.5 QUALITY ASSURANCE

- A. Steel Door Standard: Comply with ANSI A 250.8, unless more stringent requirements are indicated.
- B. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated or required, provide fire-rated door and frame assemblies that comply with NFPA 80 "Standard for Fire Doors and Windows", and have been tested, listed, and labeled in accordance with ASTM E 152 "Standard Methods of Fire Tests of Door Assemblies" by nationally recognized independent testing and inspection agency acceptable to authorities having jurisdiction.
 - 1. Smoke and Draft Control Assemblies: Provide an assembly with gaskets listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing according to UL 1784 and installed in compliance with NFPA 105.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.
- B. Inspect doors on delivery for damage, and notify shipper and supplier if damage is found. Minor damages may be repaired provided refinished items match new work and are acceptable to Architect. Remove and replace damaged items that cannot be repaired as directed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Steel Doors:
 - a. Benchmark Commercial Doors; a division of General Products Co., Inc.
 - b. Ceco Door Products; a United Dominion Company.
 - c. Curries Company.
 - d. Pioneer Industries Inc.
 - e. Republic Door and Frames.
 - f. Steelcraft; a division of Ingersoll-Rand.

2.2 MATERIALS

- A. Hot-Rolled Steel Sheets: ASTM A 569/A 569M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

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- B. Cold-Rolled Steel Sheets: ASTM A 366/A 366M, Commercial Steel (CS), or ASTM A 620/A 620M, Drawing Steel (DS), Type B; stretcher-leveled standard of flatness.
- C. Metallic-Coated Steel Sheets: ASTM A 653/A 653M, Commercial Steel (CS), Type B, with an A40 (ZF120) zinc-iron-alloy (galvannealed) coating; stretcher-leveled standard of flatness.
- D. Electrolytic Zinc-Coated Steel Sheet: ASTM A 591/A 591M, Commercial Steel (CS), Class B coating; mill phosphatized; suitable for unexposed applications; stretcher-leveled standard of flatness where used for face sheets.

2.3 DOORS

- A. General: Frames are existing to remain.
- B. Heavy-Duty Doors: SDI A250.8, Level 2.
 - 1. Physical Performance: Level B according to SDI A250.4.
 - 2. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Face: Uncoated cold-rolled steel sheet, minimum thickness of 0.032 inch.
 - c. Edge Construction: Seamless.
 - d. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, Polyisocyanurate, mineral board, or vertical steel-stiffener core at manufacturer's discretion.
- C. Plaster Guards: Provide 0.016-inch- (0.4-mm-) thick, steel sheet plaster guards or mortar boxes to close off interior of openings; place at back of hardware cutouts where mortar or other materials might obstruct hardware operation.
- D. Supports and Anchors: Fabricated from not less than 0.042-inch- (1.0-mm-) thick, electrolytic zinc-coated or metallic-coated steel sheet.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where zinc-coated items are to be built into exterior walls, comply with ASTM A 153/A 153M, Class C or D as applicable.
- F. Stops and Beads: Furnish 20 gauge metal glazing beads with the hollow metal frames at transoms, side lights, interior glazed panels, and other locations where beads are indicated in pressed steel frames. Glazing beads for exterior frames shall be on the interior side of transoms and side lights. Glazing beads for interior frames shall be on the same side as the door.

2.4 FABRICATION

- A. General: Fabricate steel door units to comply with ANSI A250.8 and to be rigid, neat in appearance, and free from defects including warp and buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site.

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- B. Clearances for Non-Fire-Rated Doors: Not more than 1/8 inch (3.2 mm) at jambs and heads, except not more than 1/4 inch (6.4 mm) between pairs of doors. Not more than 3/4 inch (19 mm) at bottom.
- C. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."
- D. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold- or hot-rolled steel sheet.
- E. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- F. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A115 Series specifications for door and frame preparation for hardware.
- G. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- H. Locate hardware as indicated on Shop Drawings or, if not indicated, according to ANSI A250.8.
- I. Fire Door Cores: As required to provide fire-protection ratings indicated.

2.5 FINISHES

- A. Prime Finish: Manufacturer's standard, factory-applied coat of rust-inhibiting primer complying with ANSI A250.10 for acceptance criteria.
- B. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install steel doors and accessories according to Shop Drawings, manufacturer's data, and as specified.
- B. Door Installation: Comply with ANSI A250.8. Fit doors accurately in frames, within clearances specified in ANSI A250.8. Shim as necessary to comply with SDI 122 and ANSI/DHI A115.1G.
- C. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

3.2 ADJUSTING AND CLEANING

- A. Prior to installation doors, the Contractor is responsible for reviewing the installation of the frames, with the door and hardware installer to assure the frames have been installed plumb and square. Correct any deficient installations before installation of the gypsum board.
- B. Prime-Coat Touchup: Immediately after installation, sand smooth any rusted or damaged areas of prime coat and apply touch up of compatible air-drying primer.
- C. Protection Removal: Immediately before final inspection, remove protective wrappings from door frames.

END OF SECTION 08110

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SECTION 08711 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Commercial door hardware for the following:
 - a. Swinging doors.
 - 2. Cylinders for doors specified in other Sections.
- B. Related Sections include the following:
 - 1. Division 8 Section "Steel Doors and Frames" for astragals provided as part of a fire-rated labeled assembly and for door silencers provided as part of the frame.

1.3 SUBMITTALS

- A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.
 - a. Organize door hardware sets in same order as in the Door Hardware Schedule at the end of Part 3.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.

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- c. Fastenings and other pertinent information.
 - d. Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware. Verification that new doors coordinate with existing frames and hardware.
 - g. Door and frame sizes and materials.
 - h. Description of each electrified door hardware function, including location, sequence of operation, and interface with other building control systems.
 - 1) Sequence of Operation: Include description of component functions that occur in the following situations: authorized person wants to enter; authorized person wants to exit; unauthorized person wants to enter; unauthorized person wants to exit.
4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: Prepared by or under the supervision of supplier, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations.
- D. Product Certificates: Signed by manufacturers of electrified door hardware certifying that products furnished comply with requirements.
 - 1. Certify that door hardware approved for use on types and sizes of labeled fire doors complies with listed fire door assemblies.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
 - 1. Include lists of completed projects with project names and addresses of architects and owners, and other information specified.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, indicating current products comply with requirements.
- G. Maintenance Data: For each type of door hardware to include in maintenance manuals specified in Division 1.
- H. Warranties: Special warranties specified in this Section.
- 1.4 QUALITY ASSURANCE
- A. Installer Qualifications: An experienced installer who has completed door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

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- B. Supplier Qualifications: Door hardware supplier with warehousing facilities in Project's vicinity and who is or employs a qualified Architectural Hardware Consultant, available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
- C. Architectural Hardware Consultant Qualifications: A person who is currently certified by the Door and Hardware Institute as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.
- D. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.
 - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that are listed to perform electrical modifications, by a testing and inspecting agency acceptable to authorities having jurisdiction, are acceptable.
- E. Regulatory Requirements: Comply with provisions of the following:
 - 1. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," as follows:
 - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
 - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
 - 1) Interior Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
 - 2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - c. Thresholds: Not more than 1/2 inch (13 mm) high.
 - 2. NFPA 101: Comply with the following for means of egress doors:
 - a. Latches, Locks, and Exit Devices: Not more than 15 lbf (67 N) to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
 - b. Delayed-Egress Locks: Lock releases within 15 seconds after applying a force not more than 15 lbf (67 N) for not more than 3 seconds.
 - c. Door Closers: Not more than 30 lbf (133 N) to set door in motion and not more than 15 lbf (67 N) to open door to minimum required width.
 - d. Thresholds: Not more than 1/2 inch (13 mm) high.
- F. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
 - 1. Test Pressure: Test at atmospheric pressure.

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- G. Keying Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 2. Preliminary key system schematic diagram.
 3. Requirements for key control system.
 4. Address for delivery of keys.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver keys to Owner by registered mail or overnight package service.

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

1.7 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Written warranty, executed by manufacturer agreeing to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:
1. Structural failures including excessive deflection, cracking, or breakage.
 2. Faulty operation of operators and door hardware.
 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Warranty Period: Three years from date of Substantial Completion, unless otherwise indicated.
- D. Warranty Period for Manual Closers: 10 years from date of Substantial Completion.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door hardware operation. Provide parts and supplies as used in the manufacture and installation of original products.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in this Section, door hardware sets indicated in door and frame schedule, and the Door Hardware Schedule at the end of Part 3. All hardware shall match style and finish of existing main building.
 - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturer's products.
 - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Schedule at the end of Part 3. Products are identified by using door hardware designations, as follows:
 - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
 - 2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.

2.2 HINGES

- A. Manufacturers: See Hardware Schedule at the end of this section.
- B. Standards: Comply with the following:
 - 1. Butts and Hinges: BHMA A156.1.
 - 2. Template Hinge Dimensions: BHMA A156.7.
 - 3. Self-Closing Hinges and Pivots: BHMA A156.17.
 - 4. Pivots: BHMA A156.4.
- C. Quantity: Provide the following, unless otherwise indicated:

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1. Two Hinges: For doors with heights up to 60 inches (1524 mm).
 2. Three Hinges: For doors with heights 61 to 90 inches (1549 to 2286 mm).
 3. Four Hinges: For doors with heights 91 to 120 inches (2311 to 3048 mm).
 4. For doors with heights more than 120 inches (3048 mm), provide 4 hinges, plus 1 hinge for every 30 inches (750 mm) of door height greater than 120 inches (3048 mm).
- D. Template Requirements: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- E. Hinge Weight: Unless otherwise indicated, provide the following:
1. Entrance Doors: Heavy-weight hinges.
 2. Doors with Closers: Antifriction-bearing hinges.
 3. Interior Doors: Standard-weight hinges.
- F. Hinge Base Metal: Unless otherwise indicated, provide the following:
1. Exterior Hinges: Stainless steel, with stainless-steel pin.
 2. Interior Hinges: Brass, with stainless-steel pin body and brass protruding heads.
 3. Hinges for Fire-Rated Assemblies: Stainless steel, with stainless-steel pin.
- G. Hinge Options: Comply with the following where indicated in the Door Hardware Schedule or on Drawings:
1. Maximum Security Pin: Fix pin in hinge barrel after it is inserted.
 2. Nonremovable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:
 - a. Doors with hinges on stair side
 3. Corners: Square.
- H. Fasteners: Comply with the following:
1. Machine Screws: For metal doors and frames. Install into drilled and tapped holes.
 2. Wood Screws: For wood doors and frames.
 3. Threaded-to-the-Head Wood Screws: For fire-rated wood doors.
 4. Screws: Phillips flat-head screws. Finish screw heads to match surface of hinges.
- 2.3 LOCKS AND LATCHES
- A. Manufacturers: See Hardware Schedule at the end of this section.
- B. Bored Locks: BHMA Grade 1, unless Grade 2 is indicate; Series 4000.
- C. Mortise Locks: Stamped steel case with steel or brass parts; BHMA Grade 1, unless Grade 2 is indicated; Series 1000.
- D. Interconnected Locks: BHMA Grade 1, unless Grade 2 is indicated; Series 5000.

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- E. Auxiliary Locks: BHMA Grade 1, unless Grade 2 is indicated.
- F. Certified Products: Provide door hardware listed in the following BHMA directories:
 - 1. Mechanical Locks and Latches: BHMA's "Directory of Certified Locks & Latches."
- G. Lock Trim: Comply with the following:
 - 1. Lever: Wrought, forged, or cast.
 - 2. Knob: Wrought, forged, or cast.
 - 3. Escutcheon (Rose): Wrought, forged, or cast.
 - 4. Dummy Trim: Match lever lock trim and escutcheons.
 - 5. Lockset Designs: Provide the lockset design designated below or, if sets are provided by another manufacturer, provide designs that match those designated:
 - a. Bored Locks: Provide design indicated on the Hardware Schedule.
- H. Lock Functions: Function numbers and descriptions indicated in the Door Hardware Schedule comply with the following:
 - 1. Mortise Locks: BHMA A156.13.
 - 2. Interconnected Locks: BHMA A156.12.
- I. Lock Throw: Comply with testing requirements for length of bolts to comply with labeled fire door requirements, and as follows:
 - 1. Mortise Locks: Minimum 3/4-inch (19-mm) latchbolt throw.
 - 2. Deadbolts: Minimum 1-inch (25-mm) bolt throw.
- J. Rabbeted Doors: Provide special rabbeted front and strike on locksets for rabbeted meeting stiles.
- K. Backset: 2-3/4 inches (70 mm), unless otherwise indicated.

2.4 DOOR BOLTS

- A. Manufacturers: See Hardware Schedule at the end of this section.
- B. Standards: Comply with the following:
 - 1. Surface Bolts: BHMA A156.16.
 - 2. Automatic and Self-Latching Flush Bolts: BHMA A156.3.
 - 3. Manual Flush Bolts: BHMA A156.16.
- C. Surface Bolts: BHMA Grade 1, unless Grade 2 is indicated.
 - 1. Flush Bolt Heads: Minimum of 1/2-inch- (12.7-mm-) diameter rods of brass, bronze, or stainless steel with minimum 12-inch- (305-mm-) long rod for doors up to 84 inches (2134 mm) in height. Provide longer rods as necessary for doors exceeding 84 inches (2134 mm).
- D. Flush Bolts: BHMA Grade 1, unless Grade 2 is indicated, designed for mortising into door edge.

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- E. Bolt Throw: Comply with testing requirements for length of bolts to comply with labeled fire door requirements, and as follows:
 - 1. Half-Round Surface Bolts: Minimum 7/8-inch (22-mm) throw.
 - 2. Interlocking Surface Bolts: Minimum 15/16-inch (24-mm) throw.
 - 3. Fire-Rated Surface Bolts: Minimum 1-inch (25-mm) throw; listed and labeled for fire-rated doors.
 - 4. Mortise Flush Bolts: Minimum 3/4-inch (19-mm) throw.

2.5 EXIT DEVICES

- A. Manufacturers: See Hardware Schedule at end of this section.
- B. Standard: BHMA A156.3.
 - 1. BHMA Grade: Grade 1, unless Grade 2 is indicated.
- C. Certified Products: Provide exit devices listed in BHMA's "Directory of Certified Exit Devices."
- D. Panic Exit Devices: Listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.
- E. Fire Exit Devices: Complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252.
- F. Outside Trim: Lever; material and finish to match locksets, unless otherwise indicated.
 - 1. Match design for locksets and latchsets, unless otherwise indicated.
- G. Through Bolts: For exit devices and trim on metal doors and fire-rated wood doors.

2.6 OPERATING TRIM

- A. Manufacturers: See hardware schedule at the end of this section.
- B. Standard: Comply with BHMA A156.6.
- C. Materials: Fabricate from bronze, unless otherwise indicated.
- D. Push-Pull Design: As illustrated on Drawings.

2.7 CLOSERS

- A. Manufacturers: See Hardware Schedule at the end of his section.
- B. Standard: Comply with BHMA A156.6.

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- C. Materials: Fabricate protection plates from the following:
1. Aluminum: 0.050 inch (1.3 mm) thick; beveled top and 2 sides.
 2. Brass: 0.050 inch (1.3 mm) thick; beveled top and 2 sides.
 3. Bronze: 0.050 inch (1.3 mm) thick; beveled top and 2 sides.
 4. Stainless Steel: 0.050 inch (1.3 mm) thick; beveled top and 2 sides.
 5. Plastic Laminate: 1/8 inch (3.2 mm) thick; NEMA LD 3, Grade HGS; beveled 4 sides.
 6. Rigid Plastic: 0.060-inch- (1.5-mm-) thick, PVC or acrylic-modified vinyl plastic; beveled 4 sides.
- D. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units consisting of either machine or self-tapping screws.
- E. Furnish protection plates sized 1-1/2 inches (38 mm) less than door width on push side and 1/2 inch (13 mm) less than door width on pull side, by height specified in Door Hardware Schedule.
- F. Furnish offset soffit plates as needed.

2.8 STOPS AND HOLDERS

- A. Manufacturers: See Hardware Schedule at the end of this section.
- B. Stops and Bumpers: BHMA Grade 1, unless Grade 2 is indicated.
- C. Mechanical Door Holders: BHMA Grade 1, unless Grade 2 is indicated.
- D. Combination Floor and Wall Stops and Holders: BHMA Grade 1, unless Grade 2 is indicated.
- E. Combination Overhead Stops and Holders: BHMA Grade 1, unless Grade 2 is indicated.
- F. Electromagnetic Door Holders for Labeled Fire Door Assemblies: Coordinate with fire detectors and interface with fire alarm system.
- G. Floor Stops: For doors, unless wall or other type stops are scheduled or indicated. Do not mount floor stops where they will impede traffic.
1. Where floor or wall stops are not appropriate, provide overhead holders.
- H. Silencers for Metal Door Frames: BHMA Grade 1; neoprene or rubber, minimum diameter 1/2 inch (13 mm); fabricated for drilled-in application to frame.

2.9 DOOR GASKETING

- A. Manufacturers: See Hardware Schedule at the end of this section.
- B. Standard: Comply with BHMA A156.22.
- C. General: Provide continuous weather-strip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated or scheduled. Provide noncorrosive fasteners for

exterior applications and elsewhere as indicated.

1. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
 2. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
 3. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.
- D. Air Leakage: Not to exceed 0.50 cfm per foot (0.000774 cu. m/s per m) of crack length for gasketing other than for smoke control, as tested according to ASTM E 283.
- E. Smoke-Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke-control ratings indicated, based on testing according to UL 1784.
1. Provide smoke-labeled gasketing on 90-minute-rated doors and on smoke-labeled doors.
- F. Fire-Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL 10B or NFPA 252.
- G. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.
- H. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- I. Gasketing Materials: Comply with ASTM D 2000 and AAMA 701/702.

2.10 THRESHOLDS

- A. Manufacturers: See Hardware Schedule at the end of this section.
- B. Standard: Comply with BHMA A156.21.

2.11 FABRICATION

- A. Manufacturer's Nameplate: Do not provide manufacturers' products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise approved by Architect.
 1. Manufacturer's identification will be permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18 for finishes. Do not furnish manufacturer's standard materials or forming methods if different from specified standard.
- C. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to commercially

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recognized industry standards for application intended. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
2. Steel Machine or Wood Screws: For the following fire-rated applications:
 - a. Mortise hinges to doors.
 - b. Strike plates to frames.
 - c. Closers to doors and frames.
3. Steel Through Bolts: For the following fire-rated applications, unless door blocking is provided:
 - a. Surface hinges to doors.
 - b. Closers to doors and frames.
 - c. Surface-mounted exit devices.
4. Spacers or Sex Bolts: For through bolting of hollow metal doors.
5. Fasteners for Wood Doors: Comply with requirements of DHI WDHS.2, "Recommended Fasteners for Wood Doors."

2.12 FINISHES

- A. Standard: Comply with BHMA A156.18.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. BHMA Designations: Comply with base material and finish requirements indicated by the following:
 1. BHMA 600: Primed for painting, over steel base metal.
 2. BHMA 605: Bright brass, clear coated, over brass base metal.
 3. BHMA 606: Satin brass, clear coated, over brass base metal.
 4. BHMA 609: Satin brass, blackened, satin relieved, clear coated, over brass base metal.
 5. BHMA 611: Bright bronze, clear coated, over bronze base metal.
 6. BHMA 612: Satin bronze, clear coated, over bronze base metal.
 7. BHMA 613: Dark-oxidized satin bronze, oil rubbed, over bronze base metal.
 8. BHMA 618: Bright nickel plated, clear coated, over brass or bronze base metal.
 9. BHMA 619: Satin nickel plated, clear coated, over brass or bronze base metal.

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10. BHMA 622: Flat black coated, over brass or bronze base metal.
11. BHMA 623: Light-oxidized statuary bronze, clear coated, over bronze base metal.
12. BHMA 624: Dark-oxidized statuary bronze, clear coated, over bronze base metal.
13. BHMA 625: Bright chromium plated over nickel, over brass or bronze base metal.
14. BHMA 626: Satin chromium plated over nickel, over brass or bronze base metal.
15. BHMA 627: Satin aluminum, clear coated, over aluminum base metal.
16. BHMA 628: Satin aluminum, clear anodized, over aluminum base metal.
17. BHMA 629: Bright stainless steel, over stainless-steel base metal.
18. BHMA 630: Satin stainless steel, over stainless-steel base metal.
19. BHMA 651: Bright chromium plated over nickel, over steel base metal.
20. BHMA 652: Satin chromium plated over nickel, over steel base metal.
21. BHMA 689: Aluminum painted, over any base metal.
22. BHMA 690: Dark bronze painted, over any base metal.
23. BHMA 691: Light bronze painted, over any base metal.
24. BHMA 717: Bright aluminum, uncoated; aluminum base metal.
25. BHMA 718: Satin aluminum, uncoated; aluminum base metal.
26. BHMA 722: Dark-oxidized bronze, oil rubbed, over architectural bronze base metal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: Comply with DHI A115 series.
 1. Surface-Applied Door Hardware: Drill and tap doors and frames according to SDI 107.
- B. Wood Doors: Comply with DHI A115-W series.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for

Wood Flush Doors."

- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Key Control System: Place keys on markers and hooks in key control system cabinet, as determined by final keying schedule.
- D. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
 - 1. Configuration: Provide one power supply for each door opening.
 - 2. Configuration: Provide the least number of power supplies required to adequately serve doors with electrified door hardware.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
 - 2. Door Closers: Adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.
- B. Six-Month Adjustment: Approximately six months after date of Substantial Completion, Installer shall perform the following:
 - 1. Examine and readjust each item of door hardware as necessary to ensure function of doors, door hardware, and electrified door hardware.
 - 2. Consult with and instruct Owner's personnel on recommended maintenance procedures.
 - 3. Replace door hardware items that have deteriorated or failed due to faulty design, materials, or installation of door hardware units.

3.5 CLEANING AND PROTECTION

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- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel.

3.7 DOOR HARDWARE – SCHEDULE (On Next Page)

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Manufacturer List

<u>Code</u>	<u>Name</u>
MC	McKinney
NG	National Guard
RO	Rockwood
SA	Sargent
YA	Yale

Hardware Sets

SET #01

1 Hinge	T4A3386 CC8-18 Size to Match Existing NRP	US32D	MC
3 Hinge	T4A3386 Size to Match Existing NRP	US32D	MC
1 Electrified Rim Exit	12 55 8875-24v ETJ 48"	US32D	SA
1 Cylinder	1109 CMK GMK	626	YA
1 Surface Closer	4400	689	YA
1 Kick Plate	K1050 10" x 38"	US32D	RO
1 Gasket	5020C 48"		NG
2 Gasket	5020C 84"		NG

Card Reader, Power Supply, and Door Position Switch provided by others.

SET #02

1 Hinge	T4A3386 CC8-18 Size to Match Existing NRP	US32D	MC
3 Hinge	T4A3386 Size to Match Existing NRP	US32D	MC
1 Electrified Rim Exit	12 55 8875-24v ETJ 48"	US32D	SA
1 Cylinder	1109 CMK GMK	626	YA
1 Surface Closer	4400	689	YA
1 Kick Plate	K1050 10" x 38"	US32D	RO
1 Gasket	5020C 48"		NG
2 Gasket	5020C 96"		NG

Card Reader, Power Supply, and Door Position Switch provided by others.

SET #03

1 Hinge	T4A3386 CC8-18 Size to Match Existing NRP	US32D	MC
3 Hinge	T4A3386 Size to Match Existing NRP	US32D	MC
1 Electrified Rim Exit	12 55 8875-24v ETJ 48"	US32D	SA
1 Cylinder	1109 CMK GMK	626	YA
1 Surface Closer	4400	689	YA
1 Kick Plate	K1050 10" x 38"	US32D	RO
1 Gasket	5020C 48"		NG
2 Gasket	5020C 108"		NG

Card Reader, Power Supply, and Door Position Switch provided by others.

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SET #04

1 Hinge	T4A3386 CC8-18 Size to Match Existing NRP	US32D	MC
3 Hinge	T4A3386 Size to Match Existing NRP	US32D	MC
1 Electrified Rim Exit	12 55 8875-24v ETJ 48"	US32D	SA
1 Cylinder	1109 CMK GMK	626	YA
1 Surface Closer With Offset Soffit Plate	4400	689	YA
1 Kick Plate	K1050 10" x 38"	US32D	RO
1 Gasket	5020C 48"		NG
2 Gasket	5020C 108"		NG

Card Reader, Power Supply, and Door Position Switch provided by others.

SET #05

1 Hinge	T4A3386 CC8-18 Size to Match Existing NRP	US32D	MC
3 Hinge	T4A3386 Size to Match Existing NRP	US32D	MC
1 Electrified Rim Exit	12 55 8875-24v ETJ 48"	US32D	SA
1 Cylinder	1109 CMK GMK	626	YA
1 Surface Closer	4400	689	YA
1 Kick Plate	K1050 10" x 38"	US32D	RO

Card Reader, Power Supply, and Door Position Switch provided by others.

END OF SECTION 08711

SECTION 08800 - GLAZING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:
 - 1. Glazing fire doors with fire resistant glass.
- B. Related Sections include the following:
 - 1. Division 8 Section "Steel Doors and Frames."

1.3 DEFINITIONS

- A. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

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- C. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
 - 1. For monolithic-glass lites, properties are based on units with lites of thickness indicated.
 - 2. For laminated-glass lites, properties are based on products of construction indicated.

1.5 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Shop Drawings: Submit shop drawings showing elevations of laminated glass screen with dimensions and details for installation.
- C. Samples: For the following products, in the form of 12-inch- (300-mm-) square Samples for glass.
 - 1. Each type of glass including fire-resistant glass.
 - 2. Tempered glass for each designation indicated.
- D. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.
- E. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
- F. Qualification Data: For installers.
- G. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs glass installers for this Project who are certified under the National Glass Association Glazier Certification Program as Level 2 (Senior Glaziers) or Level 3 (Master Glaziers).
- B. Source Limitations for Glass: Obtain laminated glass through one source from a single manufacturer.
- C. Source Limitations for Glazing Accessories: Obtain glazing accessories through one source from a single manufacturer for each product and installation method indicated.
- D. Elastomeric Glazing Sealant Product Testing: Obtain sealant test results for product test reports in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.

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1. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 2. Test elastomeric glazing sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
- E. Glazing for Fire-Rated Door Assemblies: Glazing for assemblies that comply with NFPA 80 and that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252.
- F. Glazing for Fire-Rated Window Assemblies: Glazing for assemblies that comply with NFPA 80 and that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 257.
- G. Heat-Treated Glass Standard: FS DD-G-1403
- H. Safety Glazing Products: Comply with testing requirements in 16 CFR 1201 and, for wired glass, ANSI Z97.1.
1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council or another certification agency or manufacturer acceptable to authorities having jurisdiction.
 2. Where glazing units, including Kind FT glass and laminated glass, are specified in Part 2 articles for glazing lites more than 9 sq. ft. (0.84 sq. m) in exposed surface area of one side, provide glazing products that comply with Category II materials; for lites 9 sq. ft. (0.84 sq. m) or less in exposed surface area of one side, provide glazing products that comply with Category I or II materials, except for hazardous locations where Category II materials are required by 16 CFR 1201 and regulations of authorities having jurisdiction.
- I. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. GANA Publications: GANA Laminated Division's "Laminated Glass Design Guide" and GANA's "Glazing Manual."
 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."
- J. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspecting agency:
1. Insulating Glass Certification Council.
- K. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

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- L. Pane Sizes: Fabricate glass sizes required for glazing openings indicated, with edge clearances and tolerances complying with indicated or, if not otherwise indicated, as recommended by glass manufacturer for application indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

1.9 WARRANTY

- A. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form, made out to Owner and signed by laminated-glass manufacturer agreeing to replace laminated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

- 1. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 GLASS PRODUCTS

- A. Fire Protection Rated Glazing
 - 1. Fire protection rated glazing, General; Listed and labeled by a testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 252 for door assemblies and NFPA 257 for window assemblies. All elements of the fire rated assembly shall meet North Carolina Building Code requirements for fire rated assemblies.

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2. Film Faced Ceramic Glazing; Clear, ceramic flat glass; 3/16 inch nominal thickness; faced on one surface with a clear glazing film; complying with testing requirements in 16 CFR 1201 for Category II materials.
 - a. Products: Subject to compliance with requirements, provide one of the following:
 - 1) Nippon Electric Glass Co., Ltd. (distributed by Technical Glass Products) Firelite NT.
 - 2) Safti First; SuperLite C/SP
 - 3) Schott North America, Inc. Filmed Pyran Star, Filmed Pyran Crystal
 - 4) Vetrotech Sanint-Gobain; SGG Keralite FR-F
3. Fire Protection Rated Glazing Types:
 - a. Glass Type: 90-minute (or as scheduled) fire-rated glazing; film-faced ceramic glazing – provide safety glazing labeling.

2.3 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:
 1. Neoprene, ASTM C 864.
 2. EPDM, ASTM C 864.
 3. Silicone, ASTM C 1115.
 4. Thermoplastic polyolefin rubber, ASTM C 1115.
 5. Any material indicated above.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned gaskets of material indicated below; complying with ASTM C 509, Type II, black; and of profile and hardness required to maintain watertight seal:
 1. Neoprene.
 2. EPDM.
 3. Silicone.
 4. Thermoplastic polyolefin rubber.
 5. Any material indicated above.
- C. Lock-Strip Gaskets: Neoprene extrusions in size and shape indicated, fabricated into frames with molded corner units and zipper lock-strips, complying with ASTM C 542, black.

2.4 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
 1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units,

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- and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

2.5 GLAZING TAPES

- A. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
 2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.6 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Perimeter Insulation for Fire-Resistive Glazing: Product that is approved by testing agency that listed and labeled fire-resistant glazing product with which it is used for application and fire-protection rating indicated.

2.7 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of

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product manufacturer and referenced glazing publications, to comply with system performance requirements.

- B. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing glazing, with Installer present, for compliance with the following:
 - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 - 2. Presence and functioning of weep system.
 - 3. Minimum required face or edge clearances.
 - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

- G. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm) as follows:
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- J. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each glazing unit is installed.
- F. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

3.5 GASKET GLAZING (DRY)

- A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.

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- C. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Install gaskets so they protrude past face of glazing stops.

3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.7 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.
- E. Wash glass on both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

3.8 WASTE MANAGEMENT

- A. Separate corrugated cardboard in accordance with the Waste Management Plan and place in designated areas for recycling.

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- B. Separate and recycle waste materials in accordance with the Waste Management Plan and to the maximum extent economically feasible.
- C. Place materials defined as hazardous or toxic waste in designated containers.
- D. Supplier is to take back shipping and packing materials for re-use or recycling to the maximum extent economically feasible.
- E. Use the least toxic sealants, adhesives, sealers, and finishes necessary to comply with the requirements of this Section.

END OF SECTION 08800

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following substrates:

- 1. Steel.
- 2. Aluminum.

- B. Related Sections include the following:

- 1. Section 08110 "Steel Doors and Frames" for shop priming steel doors and frames.

- C. Do not paint pre-finished items, concealed surfaces, operating parts and labels.

- 1. Pre-Finished items include the following factory-finished components:

- a. Architectural woodwork.
- b. Toilet compartments.
- c. Finished mechanical and electrical equipment.
- d. Light fixtures.

- 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:

- a. Furred areas.
- b. Ceiling plenums.
- c. Pipe spaces.

- 3. Finished metal surfaces include the following:

- a. Anodized aluminum.
- b. Stainless steel.
- c. Chromium plate.
- d. Copper and copper alloys.
- e. Bronze and brass.

- 4. Operating parts include moving parts of operating equipment and the following:

- a. Valve and damper operators.
- b. Linkages.

- c. Sensing devices.
 - d. Motor and fan shafts.
5. Labels: Do not paint over UL, FMG or other code-required labels or equipment name, identification, performance rating or nomenclature plates.

1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
- 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 - 2. Eggshell refers to low sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
 - 3. Semi-gloss refers to medium sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
 - 4. Full-gloss refers to high sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.4 SUBMITTALS

- A. Product Data: For each product indicated, including fillers and primers.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
- 1. Submit two (2) samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample using Architect's numbering system indicated on the drawings.
- C. Product List: For each product indicated, include the following:
- 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
- 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
 - 2. Apply benchmark samples after permanent lighting and other environmental services have been activated. Provide required sheen, color and texture on each surface.

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- a. After finishes are accepted, the Architect will use the benchmark samples to evaluate coating systems of a similar nature.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the project site in manufacturer's original, unopened packages and containers bearing the manufacturer's name and label and the following information:
 1. Product name and title of material.
 2. Product description (generic classification or binder type).
 3. Manufacturer's stock number and date of manufacture.
 4. Contents by volume, for pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions.
 7. Color name and number.
 8. VOC content.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.
 3. Protect from freezing.

1.7 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Painting is based on indicated systems by ICI Paints. Subject to compliance with requirements, provide the named systems, or comparable systems by one of the following:
 1. Benjamin Moore & Co.
 2. Duron, Inc.
 3. M.A.B. Paints.
 4. PPG Architectural Finishes, Inc.
 5. Sherwin-Williams Company.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
4. Shellacs, Clear: VOC not more than 730 g/L.
5. Shellacs, Pigmented: VOC not more than 550 g/L.

C. Colors: As indicated on the drawings.

2.3 INTERIOR PAINT SYSTEMS

A. Ferrous Metal, Unprimed, Latex:

1. One Coat Flat Interior/Exterior Waterborne Primer.
2. Two Coats Latex Semi-Gloss Interior Enamel.

B. Ferrous Metal, Primed, Latex:

1. Touch Up Flat Interior/Exterior Waterborne Primer.
2. Two Coats Latex Semi-Gloss Interior Enamel.

2.4 ACCESSORY MATERIALS

A. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, commercial quality.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: latex filler.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

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- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
 - 1. Mechanical Work:
 - a. Uninsulated metal piping.
 - b. Uninsulated plastic piping.
 - c. Pipe hangers and supports.
 - d. Tanks that do not have factory-applied final finishes.
 - e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
 - 2. Electrical Work:
 - a. Electrical equipment that is indicated to have a factory-primed finish for field painting.
 - b. Exposed conduit.
- E. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- F. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- G. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- H. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 09900

SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Connectors.
 - 2. Supporting devices for electrical components.
 - 3. Cutting and patching for electrical construction.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

1.4 COORDINATION

- A. Coordinate chases, slots, inserts, sleeves, and openings for electrical supports, raceways, and cable with general construction work.
- B. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the work.
- C. Coordinate location of access panels and doors for electrical items that are concealed by finished surfaces
- D. Where electrical identification devices are applied to field-finished surfaces, coordinate installation of identification devices with completion of finished surface.

PART 2 - PRODUCTS

2.1 SUPPORTING DEVICES

- A. Material: Cold-formed steel, with corrosion-resistant coating:

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- B. Raceway and Cable Supports: Manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.
- C. Pipe Sleeves: ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, plain ends.
- D. Expansion Anchors: Carbon-steel wedge or sleeve type.
- E. Toggle Bolts: All-steel springhead type.
- F. Powder-Driven Threaded Studs: Heat-treated steel.

2.2 ELECTRICAL IDENTIFICATION

- A. See Division 16 Section "Electrical Identification."

PART 3 - EXECUTION

3.1 ELECTRICAL EQUIPMENT INSTALLATION

- A. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom.
- B. Equipment: Install to facilitate service, maintenance, and repair or replacement of components. Connect for ease of disconnecting, with minimum interference with other installations.
- C. Right of Way: Give to raceways and piping systems installed at a required slope.

3.2 ELECTRICAL SUPPORTING DEVICE APPLICATION

- A. Dry Locations: Steel materials.
- B. Strength of Supports: Adequate to carry present and future loads, times a safety factor of at least four with, 200-lb (90-kg) minimum design load for each support element.

3.3 SUPPORTING INSTALLATION

- A. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
- B. Size supports for multiple raceway or cable runs so capacity can be increased by a 25 percent minimum in the future.
- C. Support individual horizontal single raceways with separate, malleable-iron pipe hangers or clamps except use spring-steel fasteners for 1-1/2-inch (38-mm) and smaller single raceways above suspended ceilings and for fastening raceways to slotted channel and angle supports.

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- D. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.
- E. Secure electrical items and their supports to building structure, using the following methods unless other fastening methods are indicated.
 - 1. Gypsum Board: Toggle bolts. Seal around sleeves with joint compound, both sides of wall.
 - 2. Masonry: Toggle bolts on hollow block and expansion bolts on solid block. Seal around sleeves with mortar, both sides of wall.
 - 3. Structural Steel: Welded threaded studs, Spring-tension clamps, Threaded studs driven by powder charge and provided with lock washers.
 - a. Comply with AWS D1.1 for field welding.
 - 4. Light Steel Framing: Sheet metal screws.
 - 5. Light Steel: Sheet-metal screws.
 - 6. Fasteners: Select so load applied to each fastener does not exceed 25 percent of its proof-test load.
- F. Metallic conduit shall not be used for hanger support material.

3.4 IDENTIFICATION MATERIALS AND DEVICES

- A. Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.
- C. Self-Adhesive Identification Products: Clean surfaces before applying.
- D. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.

3.5 FIRESTOPPING

- A. Apply firestopping to cable and raceway sleeves and other penetrations of fire-rated floor and wall assemblies to restore original undisturbed fire-resistance ratings of assemblies.

3.6 CUTTING AND PATCHING

- A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces required to permit electrical installations. Perform cutting by skilled mechanics of trades involved.

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- B. Repair, refinish and touch up disturbed finish materials and other surfaces to match adjacent undisturbed surfaces. All work to be executed by skilled mechanics.

END OF SECTION 16050

SECTION 16060 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes grounding of electrical systems and equipment. Requirements specified in this Section may be supplemented by requirements of other Sections.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled under UL 467 as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Copperweld Corp.
 2. Erico Inc.; Electrical Products Group.
 3. Ideal Industries, Inc.
 4. ILSCO.
 5. O-Z/Gedney Co.; a business of the EGS Electrical Group.
 6. Raco, Inc.; Division of Hubbell.
 7. Superior Grounding Systems, Inc.
 8. Thomas & Betts, Electrical.

2.2 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Division 16 Section "Conductors and Cables."
- B. Equipment Grounding Conductors: Insulated with green-colored insulation.
- C. Connectors: Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. In raceways, use insulated equipment grounding conductors.
- B. Equipment Grounding Conductors: Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.
 - 1. Install insulated equipment grounding conductors in branch circuits.
- C. Connections: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Make connections with clean, bare metal at points of contact.
 - 2. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 - 3. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 - 4. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
 - 5. Equipment Grounding Conductor Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.
 - 6. Non-contact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.
 - 7. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

END OF SECTION 16060

SECTION 16075 – ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes electrical identification materials and devices required to comply with ANSI C2, NFPA 70, OSHA standards, and authorities having jurisdiction.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Schedule of Nomenclature: An index of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with ANSI A13.1 and NFPA 70 for color-coding.

PART 2 - PRODUCTS

2.1 RACEWAY AND CABLE LABELS

- A. Comply with ANSI A13.1, Table 3, for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
 - 1. Color: Black letters on orange field.
 - 2. Legend: Indicates voltage and service.
 - 3. Other colors excepted when required.
- B. Adhesive Labels: Preprinted, flexible, self-adhesive vinyl with legend overlaminated with a clear, weather- and chemical-resistant coating.

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- C. Colored Adhesive Tape: Self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide (0.08 mm thick by 25 to 51 mm wide).
- D. Tape Markers: Vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

2.2 NAMEPLATES AND SIGNS

- A. Safety Signs: Comply with 29 CFR, Chapter XVII, Part 1910.145.
- B. Engraved Plastic Nameplates and Signs: Engraving stock, melamine plastic laminate, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. in. (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
- C. Fasteners for Nameplates and Signs: Self-tapping, stainless-steel screws or No. 10/32, stainless-steel machine screws with nuts and flat and lock washers.

2.3 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, one-piece, self-locking, Type 6/6 nylon cable ties.
 - 1. Minimum Width: 3/16 inch (5 mm).
 - 2. Tensile Strength: 50 lb (22.3 kg) minimum.
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: According to color-coding.
- B. Paint: Formulated for the type of surface and intended use.
 - 1. Primer for Galvanized Metal: Single-component acrylic vehicle formulated for galvanized surfaces.
 - 2. Primer for Concrete Masonry Units: Heavy-duty-resin block filler.
 - 3. Primer for Concrete: Clear, alkali-resistant, binder-type sealer.
 - 4. Enamel: Silicone-alkyd or alkyd urethane as recommended by primer manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Identification Materials and Devices: Install at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Lettering, Colors, and Graphics: Coordinate names, abbreviations, colors, and other designations with corresponding designations in the Contract Documents or with those required by codes and standards. Use consistent designations throughout Project.

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- C. Sequence of Work: If identification is applied to surfaces that require finish, install identification after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before applying.
- E. Install painted identification according to manufacturer's written instructions and as follows:
 - 1. Clean surfaces of dust, loose material, and oily films before painting.
 - 2. Prime surfaces using type of primer specified for surface.
 - 3. Apply one intermediate and one finish coat of enamel.
- F. Color Raceways:
 - 1. The following colors should be used for the systems listed below:
 - a. Mechanical and Electrical Supervisory System: Color shall match Wake County standard.
 - b. Telecommunication System: Color shall match Wake County standard.
 - c. 120/208 Volt System: Color shall match Wake County standard.
- G. Circuit Identification Labels on Boxes: Install labels externally.
 - 1. Exposed Boxes: Pressure-sensitive, self-adhesive plastic label on cover.
 - 2. Labeling Legend: Permanent, waterproof listing of panel and circuit number or equivalent.
- H. Color-Coding of Secondary Phase Conductors: Use the following colors for service, feeder and branch-circuit phase conductors:
 - 1. 208/120-V Conductors:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - 2. Factory apply color the entire length of conductors, except the following field-applied, color-coding methods may be used instead of factory-coded wire for sizes larger than No. 10 AWG:
 - a. Colored, pressure-sensitive plastic tape in half-lapped turns for a distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Use 1-inch- (25-mm-) wide tape in colors specified. Adjust tape bands to avoid obscuring cable identification markings.
 - b. Colored cable ties applied in groups of three ties of specified color to each wire at each terminal or splice point starting 3 inches (76 mm) from the terminal and spaced 3 inches (76 mm) apart. Apply with a special tool or pliers, tighten to a snug fit, and cut off excess length.

END OF SECTION 16075

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SECTION 16120 - CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.

1.3 SUBMITTALS

- A. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 CONDUCTORS AND CABLES

- A. Manufacturers:
 - 1. American Insulated Wire Corp.; a Leviton Company.
 - 2. General Cable Corporation.

3. Senator Wire & Cable Company.
 4. Southwire Company.
- B. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.
- C. Conductor Material: Copper, solid conductor for No. 10 AWG and smaller, stranded for No. 8 AWG and larger.
- D. Conductor Insulation Types: Type THHN-THWN.

2.3 CONDUCTORS AND SPLICES

- A. Manufacturers:
1. AFC Cable Systems, Inc.
 2. AMP Incorporated/Tyco International.
 3. Hubbell/Anderson.
 4. O-Z/Gedney; EGS Electrical Group LLC.
 5. 3M Company; Electrical Products Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR AND INSULATION APPLICATIONS

- A. Exposed Branch Circuits: Type THHN-THWN, single conductors in raceway.
- B. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- C. No "common" neutral conductors are to be used for multiple circuits.

3.2 CONDUCTOR AND INSULATION APPLICATIONS

- A. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- B. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- C. Identify and color-code conductors and cables according to Division 16 Section "Electrical Identification."

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- D. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- E. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.
- F. Wiring to devices shall not exceed the UL rating for the device.

3.3 FIELD QUALITY CONTROL

- A. Testing: Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.3.1. Certify compliance with test parameters.
- B. Test Reports: When requested, prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 16120

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SECTION 16130 - RACEWAYS AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.
- B. See Division 16 Section "Basic Electrical Materials and Methods" for supports, anchors, and identification products.
- C. See Division 16 Section "Wiring Devices" for devices installed in boxes.

1.3 SUBMITTALS

- A. Product Data: For surface raceways and fittings.
- B. Shop Drawings: Show fabrication and installation details of components for raceways, fittings, and boxes.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 METAL CONDUIT AND TUBING

- A. Manufacturers:
 - 1. AFC Cable Systems, Inc.
 - 2. Electri-Flex Co.
 - 3. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
 - 4. O-Z Gedney; Unit of General Signal.
 - 5. Wheatland Tube Co.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. EMT and Fittings: ANSI C80.3.
 - 1. Fittings: Compression type.
- D. Colored EMT: ANSI C80.3.
 - 1. Fittings: Compression type.
 - 2. Color: Conduit shall be factory galvanized with pigmented coating.
- E. LFMC: Flexible steel conduit with PVC jacket.
- F. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

2.3 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers:
 - 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 - 2. Emerson/General Signal; Appleton Electric Company.
 - 3. Hoffman.
 - 4. Hubbell, Inc.; Killark Electric Manufacturing Co.
 - 5. Thomas & Betts Corporation.
 - 6. Walker Systems, Inc.; Wiremold Company (The).
- B. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- C. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover.
- F. Screw Cover Type 1 Pull Boxes: NEMA Type 1, flat removable cover with keyhole screw slots, no knockouts, and mounting holes in back.
 - 1. Metal Enclosures: 16 gauge Steel, ANSI 61 gray polyester powder paint finish inside and out.
- G. See drawings for additional specifications.

2.4 FACTORY FINISHES

- A. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard paint applied to factory-assembled surface raceways, enclosures, and cabinets before shipping, unless specified otherwise.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Indoors:
 - 1. Exposed: Colored EMT. Color to match Wake County standard.
 - 2. Concealed: Colored EMT. Color to match Wake County standard.
 - 3. Boxes and Enclosures: NEMA 250, Type 1.
 - 4. Damp or Wet Locations: Rigid steel conduit.
- B. Minimum Raceway Size: 3/4-inch trade size (DN 21).
- C. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. EMT Conduit: Compression type, insulated bushings.

3.2 INSTALLATION

- A. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- B. Complete raceway installation before starting conductor installation
- C. Support raceways as specified in Division 16 Section "Basic Electrical Materials and Methods."
- D. Install temporary closures to prevent foreign matter from entering raceways.
- E. Make bends and offsets so ID is not reduced. Keep legs of bends in same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- F. Conceal conduit and EMT within finished walls, ceilings, and below floors, unless otherwise indicated.
 - 1. Install concealed raceways with a minimum of bends in shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.
- G. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
 - 1. Run parallel or banked raceways together on common supports.
 - 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.

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- H. Join raceways with fittings designed and approved for that purpose and make joints tight.
 - 1. Use insulating bushings to protect conductors.
 - 2. All stubbed above ceiling conduits to have compression style couplers with insulated bushings.
 - I. Terminations:
 - 1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
 - 2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
 - J. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Tied off each end. Label all unused conduits.
 - K. Telephone and Signal System Raceways, 2-Inch Trade Size (DN 53) and Smaller: In addition to above requirements, install raceways in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.
 - L. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with UL-listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where otherwise required by NFPA 70.
 - M. Flexible Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures. Install separate ground conductor across flexible connections. "MC" Cable is not acceptable unless furnished by the manufacturer for equipment specified.
 - N. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying raceways to receptacle or fixture ground terminals.
 - O. Install hinged-cover enclosures and cabinet plumb. Support at each corner.
- 3.3 PROTECTION
- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 16130

SECTION 16140 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Duplex receptacles.
- 2. Wall plates.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Wiring Devices:
 - a. Bryant Electric, Inc./Hubbell Subsidiary.
 - b. Eagle Electric Manufacturing Co., Inc.

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- c. Hubbell Incorporated; Wiring Device-Kellems.
- d. Leviton Mfg. Company Inc.
- e. Pass & Seymour/Legrand; Wiring Devices Div.

2.2 RECEPTACLES

- A. Straight-Blade-Type Receptacles: 5-20R heavy-duty, comply with NEMA WD 1, NEMA WD 6, DSCC W-C-596G, and UL 498. Specification grade.

2.3 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
 - 1. Plate-Securing Screws: Metal with head color to match plate finish.
 - 2. Material for Finished Spaces: 0.035-inch- (1-mm-) thick, satin-finished 304 stainless steel.

2.4 FINISHES

- A. Color:
 - 1. Wiring Devices: Orange, unless otherwise indicated or required by NFPA 70.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install devices and assemblies level, plumb, and square with building lines.
- B. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical, and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- C. Remove wall plates and protect devices and assemblies during painting.

3.2 IDENTIFICATION

- A. Comply with Division 16 Section "Electrical Identification."
 - 1. Receptacles: Identify panelboard and circuit number from which served.
 - 2. All labels used to mark cables, faceplates, patch panels and distribution hardware shall be of the self-laminating type, and shall be machine-printed with black ink on clear background. Labels will have pressure sensitive, permanent acrylic-type adhesive. All labels will be uniform in size using the same font size on letters and numbers throughout. Label printing will be 1/8" minimum in block style.

3.3 CONNECTIONS

- A. Ground equipment according to Division 16 Section "Grounding and Bonding."
- B. Connect wiring according to Division 16 Section "Conductors and Cables."

3.4 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing wiring devices and after electrical circuitry has been energized, test for proper polarity, ground continuity, and compliance with requirements.
- B. Remove malfunctioning units, replace with new units, and retest as specified above.

END OF SECTION 16140

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SECTION 16721 – FIRE ALARM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes fire alarm systems.
- B. Definitions:
 - 1. FACP: Fire alarm control panel (existing).
 - 2. LED: Light-emitting diode.
 - 3. Definitions in NFPA 72 apply to fire alarm terms used in this Section.
- C. System Description:
 - 1. Existing, noncoded, addressable system; multiplexed signal transmission dedicated to fire alarm service only.
- D. Performance Requirements:
 - 1. Fire alarm signal shall initiate the following actions:
 - a. Alarm notification appliances shall operate continuously.
 - b. Identify alarm at the FACP.
 - c. Transmit an alarm signal to the remote alarm receiving station.
 - d. Unlock electric door locks in designated egress paths.
 - e. Switch heating, ventilating, and air-conditioning equipment controls to fire alarm mode.
 - f. Close smoke dampers in air ducts of system serving zone where alarm was initiated.
 - g. Record events in the system memory.
 - 2. System trouble signal initiation shall be by one or more of the following devices or actions:
 - a. Open circuits, shorts and grounds of wiring for initiating device, signaling line, and notification-appliance circuits.
 - b. Opening, tampering, or removal of alarm-initiating and supervisory signal-initiating devices.
 - c. Loss of primary power at the FACP.
 - d. Ground or a single break in FACP internal circuits.

- e. Abnormal ac voltage at the FACP.
 - f. A break in standby battery circuitry.
 - g. Failure of battery charging.
 - h. Abnormal position of any switch at the FACP or annunciator.
3. System Trouble and Supervisory Signal Actions: Ring trouble bell and annunciate at the FACP. Record event.

1.3 SUBMITTALS

A. Shop Drawings:

1. Prior to beginning fire alarm work the contractor must submit complete shop drawings to the engineer for review and approval. The contractor shall submit engineer approved shop drawings to Wake County for approval. The shop drawings shall include the following:
- a. A floor plan.
 - b. Locations of alarm-initiating and notification appliances.
 - c. Alarm control and trouble signaling equipment.
 - d. Annunciation.
 - e. Power connections.
 - f. Battery calculations.
 - g. Conductor type and sizes.
 - h. Speaker circuit calculations.
 - i. Voltage drop calculations.
 - j. Manufacturers, model numbers and listing information for equipment, devices and materials.
 - k. Details of ceiling height and construction.
 - l. The interface of fire safety control functions.
 - m. Rated walls, penetration details, and detail requirements.
 - n. System specifications.

B. Field quality-control test reports.

C. Operation and maintenance data.

D. Documentation:

1. Approval and Acceptance: Provide the "Record of Completion" form according to NFPA 72 to Owner, Architect, and authorities having jurisdiction.
2. Record of Completion Documents: Provide the "Permanent Records" according to NFPA 72 to Owner, Architect, and authorities having jurisdiction. Format of the written sequence of operation shall be the optional input/output matrix.
- a. Hard copies on paper to Owner, Architect, and authorities having jurisdiction.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Existing "Edwards EST3" FACP and Equipment:
 - a. Match existing devices similar to model number specified and compatible with existing equipment.
 - 2. Wire and Cable:
 - a. Match existing.
 - 3. Audible and Visual Signals:
 - a. Similar to existing devices specified.
 - 4. Speakers:
 - a. Provide surface speaker for voice alarm. Provide all hardware for complete installation. Match existing fire alarm equipment.

2.2 FACP

- A. General Description:
 - 1. The fire alarm control panel is existing. The system shall be maintained. The programming of the fire alarm system shall be witnessed by Schneider Electric. An electronic and printed copy of the program shall be provided to Wake County prior to any programming. An electronic and printed copy of the program shall be provided to Wake County after programming is completed and tested.
- B. Circuits:
 - 1. Signaling Line Circuits: NFPA 72, Class A, Style 6, match existing.
 - 2. Notification-Appliance Circuits: NFPA 72, Class A, Style Z, match existing.

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3. Actuation of alarm notification appliances and annunciation shall occur within 10 seconds after the activation of an initiating device.
4. Electrical monitoring for the integrity of wiring external to the FACP for mechanical equipment shutdown and magnetic door-holding circuits is not required, provided a break in the circuit will cause doors to close and mechanical equipment to shut down.

C. Notification-Appliance Circuit: Existing to be maintained.

D. "Voice" System: Existing to be maintained.

2.3 WIRE AND CABLE

A. Wire and cable for fire alarm systems shall be UL listed and labeled as complying with NFPA 70, Article 760. Match existing.

B. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation. Match existing.

C. Speaker System Cables: As required by manufacturer.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

A. Review existing battery loads and provide additional capacity for the new loads indicated with a spare capacity of 25 percent. Provide calculations with shop drawings.

3.2 WIRING INSTALLATION

A. Install wiring according to the following:

1. NECA 1.
2. TIA/EIA 568-A.
3. As required by manufacturer.

B. Wiring Method: Install wiring in metal raceway according to Division 16 Section "Raceways and Boxes."

1. Fire alarm circuits and equipment control wiring associated with the fire alarm system shall be installed to match existing system.

C. Wiring Method:

1. Cables and raceways used for fire alarm circuits, and equipment control wiring associated with the fire alarm system, may not contain any other wire or cable.
2. Signaling Line Circuits: Power-limited fire alarm cables shall not be installed in the same cable or raceway as signaling line circuits.

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- D. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
- E. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.
- F. Color-Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and a different color-code for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire alarm system junction boxes and covers red.

3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals according to Division 16 Section Electrical Identification.”

3.4 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. Before requesting final approval of the installation, submit a written statement using the form for Record of Completion shown in NFPA 72.
 - 2. Perform each electrical test and visual and mechanical inspection listed in NFPA 72. Certify compliance with test parameters.
 - 3. Visual Inspection: Conduct a visual inspection before any testing. Use as-built drawings and system documentation for the inspection. Identify improperly located, damaged, or nonfunctional equipment, and correct before beginning tests.
 - 4. Testing: Follow procedure and record results complying with requirements in NFPA 72.
 - 5. Detectors that are outside their marked sensitivity range shall be replaced.
 - 6. Test and Inspection Records: Prepare according to NFPA 72, including demonstration of sequences of operation by using the matrix-style form in Appendix A in NFPA 70.

3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain the fire alarm system, appliances, and devices. Refer to Division 1 Section "Closeout Procedures.”

END OF SECTION 16721

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