NEW HANOVER COUNTY
REQUEST FOR BIDS
Hurricane Florence Repairs
Cape Fear Museum
RFB # 19-0438

COUNTY COMMISSIONERS
JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
PATRICIA KUSEK
WOODY WHITE
ROB ZAPPLE

CHRISS Coudriet, COUNTY MANAGER
NEW HANOVER COUNTY
REQUEST FOR BIDS
Hurricane Florence Repairs
Cape Fear Museum
RFB # 19-0438

Sealed bids addressed to Kevin Caison, Facilities Project Manager, 200 Division Drive, Wilmington, NC 28401 and marked “RFB# 19- 0438 Hurricane Florence Repairs Cape Fear Museum” will be accepted until 3:00 P.M. EST, Tuesday, June 4, 2019.

The bids will be publicly opened and read immediately following the latest time for receipt of bids in the Conference Room of New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

New Hanover County (NHC) is accepting bids for repairs to the Cape Fear Museum located at 814 Market Street, Wilmington, NC 28401. Repairs will be per the sealed plans and specifications by Sawyer Sherwood & Associate Architects dated May 1, 2019.

A mandatory pre-bid meeting will be held at the project (814 Market Street, Wilmington, NC 28401) at 10:00am Friday May 24, 2019. We will gather at the front desk, enter using the Market Street entrance.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at https://www.nhcgov.com/business-nhc/bids or by contacting Kevin Caison at kcaison@nhcgov.com .

New Hanover County reserves the right to accept or reject any or all Bids and to make the Award which will be in the best interest of the County.

Released: Friday, May 10, 2019
### Section 2 – Instructions and General Conditions

#### 2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, May 10, 2019</td>
<td>RFB issued.</td>
</tr>
<tr>
<td>Friday, May 24, 2019 at 10:00am</td>
<td>Mandatory pre-bid meeting at the Cape Fear Museum, 814 Market Street, Wilmington, NC 28401</td>
</tr>
<tr>
<td>Monday, May 27, 2019 by 3:00 p.m.</td>
<td>Deadline for questions. All questions must be submitted in writing to Kevin Caison (<a href="mailto:kcaison@nhcgov.com">kcaison@nhcgov.com</a>)</td>
</tr>
<tr>
<td>Thursday, May 30, 2019 by 3:00pm</td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td>Tuesday, June 4, 2019, 3:00 p.m.</td>
<td>Deadline for receipt of SEALED bids.</td>
</tr>
</tbody>
</table>

#### 2.2 – Preparation of Bid

- **2.2.1** Bidders are instructed to submit their bid in a sealed envelope. Bids should be clearly marked “RFB # 19-0438 – Hurricane Florence Repairs Cape Fear Museum”

- **2.2.2** The bid shall be submitted by **3:00 PM Tuesday, June 4, 2019** and addressed to:
  - New Hanover County
  - Property Management
  - Attn: Kevin Caison, Facilities Project Manager
  - 200 Division Drive
  - Wilmington, NC 28401

- **2.2.3** **Completion of Bid Form (Price Sheet):** Bidders are expected to examine the plans and specifications herein, the schedule and all instructions. Failure to do so will be at the bidder’s risk. Each bidder shall furnish the information required on the price sheet. Bids **must** be submitted on the price sheet contained in this bid package. Bids submitted that are not on the attached price sheet will be rejected. **BIDS NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.**

  All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

  Changes or corrections made in the bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

- **2.2.4** No telephone, electronic or facsimile bids will be considered. Bids received after the time and date for closing will not be considered.
2.3 – Pre-bid Meeting
Attendance to the pre-bid meeting is mandatory and will be held **Friday, May 24, 2019 at 10:00 am**. A sign in sheet will be used to record attendance and bids will only be accepted from bidders on the sign in sheet.

2.4 – Questions
Questions concerning the plans and specifications in this Request for Bids (RFB) must be in writing (email) and directed to Kevin Caison, Facilities Project Manager at kcaison@nhcgov.com. Questions must be received by **Monday, May 27, 2019 at 3:00 pm**. An addendum summarizing all questions and answers will be posted to the County’s website. Bidders who attended the pre-bid meeting will be sent the addendum by email upon posting.

2.5 – Communication
Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section which is Kevin Caison, Facilities Project Manager, kcaison@nhcgov.com. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit
All Bidders who intend to submit a bid on this project should send an email to kcaison@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFB; if applicable.

2.7 - Cost of Preparation of Response
Costs incurred by prospective Bidders in the preparation of the response to this Request for Bids are the responsibility of the Bidder and will not be reimbursed by The County.

2.8 – Bid Opening
The public bid opening will be **Tuesday, June 4, 2019 at 3:00 p.m.** in the conference room of New Hanover County Property Management, 200 Division Drive, Wilmington, NC 28401.

2.9 – Award
Award “shall be made to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.”

The County may also consider other factors such as past performance, financial stability, and availability of equipment in the consideration of award.

2.10 - Execution of Agreement
The successful Bidder will be required to enter into a formal agreement that is consistent with the bid requirements outlined within. The successful Bidder to whom the Contract is awarded by the County shall within three (3) days after notice of award and receipt of Agreement from the County, sign and deliver to the County all required copies of said Agreement.
2.11 – Ownership of Documents
All bids and accompanying documentation will become the property of New Hanover County at the time the bids are opened and as such will not be returned to the bidder.

2.12- Trade Secret Confidentiality
Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.13 - Withdrawal of Bids
Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

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

The Bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bids in response to this RFB.

2.15- Indemnity
The successful Bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the Successful Bidder hereunder, resulting from the negligence of or the willful act or omission of the Bidder, his agents, employees and subcontractors.

2.16 – E-Verify
Pursuant to Session Law 2013-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its
subcontractors. County requires an affidavit attesting to Contractor’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.17 - Insurance
Before commencing any work, the Bidder shall procure insurance in the Bidder’s name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees, or subcontractors, whether such operations are done by himself/herself or anyone directly or indirectly employed by him/her.

**Limits of insurance required are detailed in the attached Draft Contract.**

2.18 - Addendum
The bid package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known Bidders who are listed with the Finance Office and posted on the County’s website.

You may visit our website at [http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx](http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx), or email kcaison@nhcgov.com to check for the issuance of any addenda before submitting your bid.

2.19 - Compliance with Bid Requirements
Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.20 - Successful Bidder
The Bidder who is not currently set up as a vendor in The County’s vendor file will be required to submit a completed Vendor Application, W-9 and EFT form in order to be entered into the County’s vendor database.

2.21 – Federal Uniform Guidance
If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

- Equal Employment Opportunity (41 C.F.R. Part 60);
- Davis-Bacon Act (40 U.S.C. 3141-3148);
- Copeland “Anti-Kickback” Act (40 U.S.C. 3145);
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708);
- Clean Air Act (42 U.S.C. 7401-7671q.);
- Debarment and Suspension (Executive Orders 12549 and 12689);
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
- Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). Refer to the Attached Draft Contract for complete Details.
2.22—Estimated Activation Period
The Bidder shall be prepared to sign a contract within three (3) days of bid award. Time is of the essence, and the work must begin within seven (7) days of receipt of the fully executed contract and either purchase order or notice to proceed, and to continue until project is completed.

2.23—Term and Time/Completion Schedule
   2.23.1 Time is of the essence. This contract will be for the period of one hundred eighty (180) days from the contract date. Work will commence immediately (within seven (7) days) upon issuance of a purchase order or notice to proceed and will be completed as soon as possible thereafter.

   2.23.2 The CONTRACTOR will begin work within seven (7) days of notice to proceed. Substantial Completion will be achieved after all final inspections from the Authority Having Jurisdiction (AHJ) have been approved. Final Completion will be accomplished after all punch lists are completed and approved by the owner and architect.

2.24 - Right to Reject Bids
New Hanover County reserves the right to accept or reject any or all bids and to make the award which will be most advantageous to the County.

2.25 — Draft Contract
A draft contract is attached for review by the Bidder.
Section 3 – Federal Uniform Guidelines Provisions

1. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

2. **Equal Opportunity.**

   2.1 During the performance of this contract, Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

   2.2 Bidder will, in all solicitations or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   2.3 Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   2.4 Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   2.5 Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   2.6 In the event of Bidder's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies
invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2.7 Bidder will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:
Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Bidder may request the United States to enter into such litigation to protect the interests of the United States.

3. Bidder shall comply with the following additional federal provisions:

3.1. Davis Bacon Act and Copeland Anti-Kickback Act.

21.1.1 Bidder and its subcontractors agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

3.2 Bidder shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Bidder must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidder must be pay wages not less than once a week.

3.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

4.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated
at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

4.2 Overtime: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

4.3 Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Bidder and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

4.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Bidder or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

4.5 Subcontracts: Bidder or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

5. Patent Rights:
If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Bidder agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Bidder’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Bidder agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Bidder agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

6. **Clean Water Act and Federal Water Pollution Control Act:**

   6.1 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

   6.2 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   6.3 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 6.4 Bidder agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   6.5 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

   6.6 Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in
turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

6.7 Bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. **Suspension and Debarment.**

7.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Bidder is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7.2 Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by County. If it is later determined that Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Procurement of Recovered Materials.**

9.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.3 In the performance of this contract, Bidder shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

10. Access to Records.

The following access to records requirements apply to this contract:

10.1 Bidder agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

10.2 Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
10.3 Bidder agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.

10.4 Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10.5. Bidder will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10.6. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10.7. Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Bidder’s actions pertaining to this bid.

Section 4 – Scope of Services

1.0 GENERAL

1.01 The BIDDER shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The BIDDER will be responsible for obtaining all necessary licenses to complete the scope of work.

1.02 Performance: The quality of workmanship concerning the services provided for the Hurricane Repairs Cape Fear Museum must reflect professional work and conduct.

2.0 SCOPE OF SERVICES

Hurricane Repairs Cape Fear Museum
Scope of Services
New Hanover County is soliciting bids for the repairs due to damages caused by Hurricane Florence to the Cape Fear Museum located at 814 Market Street, Wilmington, NC 28401. Specific scope of work for this project are per the sealed specifications and plans by Sawyer Sherwood & Associate Architects and are attached to this RFB.

3.0 LUMP SUM

3.1 The contract will be based upon a lump sum quote for the entire scope outlined in the plans and specifications.

3.2 All bids must be submitted using the attached Bid Form.
4.0 BIDDER SAFETY REQUIREMENTS
   4.1 BIDDER shall comply with all local, state and federal safety rules and regulations.

   4.2 The BIDDER shall be solely responsible for maintaining safety at all work sites. The BIDDER shall take all reasonable steps to insure safety for both workers and visitors to include traffic control.

5.0 OTHER LAWS AND REGULATIONS
   BIDDER will comply with any and all applicable federal, state and local standards, regulations, laws, OSHA and all health and safety regulations.
In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned Bidder offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set for each item within the time specified herein. By executing this bid form, the undersigned Bidder certifies that this proposal is submitted competitively and without collusion (N.C.G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the North Carolina General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C.G.S. 143-59.2), and that it is not an ineligible Bidder as set forth in N.C.G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Bidder’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C.G.S. §143-48.5, the undersigned Bidder certifies that it, and each of its subcontractors for any Contract awarded as a result of this RFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
The undersigned, having carefully examined the Instructions to Bidders, New Hanover County RFB # 19 – 0438 – Hurricane Repairs Cape Fear Museum, sealed specifications and plans by Sawyer Sherwood & Associate Architects, draft contract #19-0438, including the following addendum;

ADDENDUM #___________________ DATED: _______________________

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials and equipment called for to complete the project in accordance with the contract documents, plans and specifications for the following lump sum amount.

Base Bid:

$____________________

Alternate No. G-1, Removal and replacement of acoustic ceiling tiles:

$____________________$

Alternate No. G-2, Repairs at Loading Dock:

$____________________$

Alternate No. G-3, Waterproofing of crack in basement slab:

$____________________$

Alternate No. G-4, Removal and replacement of broadloom carpet:

$____________________$

Alternate No. G-5, Repair of knee wall under curtain wall windows:

$____________________$

Unit Price: Price per square foot to remove GWB and provide new GWB with Level 4 finish per Section 09 2116:

$____________________$

Unit Price: Price per square foot to provide galvanized corner bead, including finishing, per Section 09 2116:

$____________________$

Unit Price: Price per square foot to provide Acoustical Ceiling Tile per Key Notes on drawings:

$____________________
Unit Price: Price per square linear foot to provide 4” vinyl cove base per Section 09 6500:

$_________________________

Unit Price: Price per square yard to provide broadloom carpeting per Section 09 6816:

$_________________________

Unit Price: Price per square foot to paint GWB per Section 09 9123:

$_________________________

NEW HANOVER COUNTY

Hurricane Florence Repairs Historic Courthouse

STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Draft Contract, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:

2) Currently complies with all applicable State and Federal Laws:

3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

<table>
<thead>
<tr>
<th>Name of Company</th>
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<td>Printed Name of Representative</td>
<td>Signature</td>
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<tr>
<td>Street Address of Firm</td>
<td>City, State, Zip Code</td>
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<td>Office Telephone Number</td>
<td>Cell Phone</td>
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<td>State of Incorporation</td>
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HURRICANE FLORENCE REPAIRS

Cape Fear Museum
814 Market Street
Wilmington, NC

May 1, 2019

Sawyer Sherwood & Associate, P.C.
124 Market Street
Wilmington, NC 28401
PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

A. Project Name: Hurricane Florence Repairs New Hanover County Cape Fear Museum
   814 Market Street
   Wilmington, NC 28401.

B. The Owner, hereinafter referred to as Owner: New Hanover County

C. Owner's Project Manager: Kevin Caison, Facilities Project Manager Property Management New Hanover County

1.02 PROJECT DESCRIPTION

A. Summary Project Description - The work includes:
   1. Repair of damage related to Hurricane Florence including, but not limited to, replacing water damaged GWB, batt insulation, flooring and acoustical ceiling tiles removed by the Owner. Work also includes replacement of damaged exterior stud framing, insulating glazing units, and sealant joints at windows and doors. Building is to remain occupied during construction, and care will be required to avoid damage of museum artifacts and exhibits. See Section 01 1000 for additional information.
   2. The Contract Documents show additional work that is not storm related. Alternate bids are being requested for this work.

B. Contract Terms: Lump sum (fixed price, stipulated sum).

1.03 PROJECT CONSULTANTS

A. The Architect, hereinafter referred to as Architect: Sawyer Sherwood & Associate.
   1. Address: 124 Market Street.
   2. City, State, Zip: Wilmington, NC 28401.
   3. Phone: 910 762 0892.
   4. E-mail: info@s2a3.com.

1.04 PROCUREMENT DOCUMENTS

A. Availability of Documents: Complete sets of procurement documents may be obtained:
   1. From Owner through the New Hanover County Property Management Office.

END OF SECTION
SECTION 00 0110
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PROCUREMENT AND CONTRACTING REQUIREMENTS

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   B. 01 2200 - Unit Prices
   C. 01 2300 - Alternates
   D. 01 2500 - Substitution Procedures
   E. 01 3000 - Administrative Requirements
   F. 01 5000 - Temporary Facilities and Controls
   G. 01 5813 - Temporary Project Signage
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   I. 01 7000 - Execution and Closeout Requirements
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   A. 09 0561 - Common Work Results for Flooring Preparation
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   D. 09 6500 - Resilient Flooring
   E. 09 6816 - Sheet Carpeting
   F. 09 8430 - Sound-Absorbing Wall and Ceiling Units
   G. 09 9123 - Interior Painting

END OF SECTION
PART 1 GENERAL

1.01 PROJECT
A. The Project consists of the repair of portions of the building damaged by Hurricane Florence.

1.02 CONTRACT DESCRIPTION
A. Contract Type: A single price contract based on a stipulated price as described in the agreement form.

1.03 DESCRIPTION OF WORK
A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.
B. Scope of repair work is indicated on drawings.
C. Owner will remove the following items before start of work:
   1. In the immediate vicinity of work areas:
      a. Furniture
      b. Collections and exhibits except where indicated on drawings that collections and exhibits will remain in place during construction.
D. Contractor shall salvage and store the following as work progresses, for late reinstallation by Contractor:
   1. Acoustical ceiling tile; where more ceiling tiles are removed than are required to repair other areas, deliver extra tiles to Owner.

1.04 WORK BY OWNER

1.05 OWNER OCCUPANCY
A. Owner intends to occupy the Project upon Substantial Completion.
B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
C. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES
A. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Use of site and premises by the public.
B. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.
C. Existing building spaces may not be used for storage.
D. Utility Outages and Shutdown:
   1. Limit disruption of utility services to hours the building is unoccupied.
   2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
   3. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE
A. Coordinate construction schedule and operations with Owner.
   1. Work in Collections areas shall be done during museum's operating hours, when museum staff are on site.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
   A. List of unit prices, for use after award of contract when the scope of work is to be changed. Base bid and Alternate bid lump sum proposals include all scope indicated in the bid set. When and if the scope is increased or decreased and a unit cost applies, the unit cost stated will be used to adjust the contract amount by change order.

1.02 COSTS INCLUDED
   A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 MEASUREMENT OF QUANTITIES
   A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
   B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.

1.04 PAYMENT
   A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
   B. Payment will not be made for any of the following:
      1. Products wasted or disposed of in a manner that is not acceptable.
      2. Products determined as unacceptable before or after placement.
      3. Products not completely unloaded from the transporting vehicle.
      4. Products placed beyond the lines and levels of the required Work.
      5. Products remaining on hand after completion of the Work.

1.05 SCHEDULE OF UNIT PRICES
   A. Item: Unit Price 1; Cost per square foot to remove GWB & provide new GWB with Level 4 finish per Section 09 2116.
   B. Item: Unit Price 2; Cost per linear foot to provide galvanized corner bead, including finishing per Secton 09 2116.
   C. Item: Unit Price 3; Cost per square foot to provide Acoustical Ceiling Tile per Section 09 5100.
   D. Item: Unit Price 4; Cost per linear foot to provide 4" vinyl cove base per Section 09 6500.
   E. Item: Unit Price 6; Cost per square yard to provide broadloom carpeting per Section 09 6816.
   F. Item: Unit Price 7; Cost per square foot to paint GWB per Section 09 9123.

PART 2 PRODUCTS - NOT USED
PART 3 EXECUTION - NOT USED

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
A. Description of Alternates.
B. Procedures for pricing Alternates.

1.02 ACCEPTANCE OF ALTERNATES
A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner’s option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES
A. Alternate No. G-1, Removal and replacement of acoustic ceiling tiles:
   1. State the amount to add to the base bid for removing existing acoustic ceiling tiles in areas indicated, and installing new tiles in existing grid.
B. Alternate No. G-2, Repairs at Loading Dock:
   1. State the amount to add to the base bid for repairs to the vented soffit area over the loading dock as indicated on drawing A1.1.
C. Alternate No. G-3, Waterproofing of crack in basement slab:
   1. State the amount to add to the base bid for waterproofing of crack in basement slab, and repair of VCT flooring, as indicated on drawing A1.0.
D. Alternate No. G-4, Removal and replacement of broadloom carpet:
   1. State the amount to add to the base bid for removing existing broadloom carpet and cove base, preparing slab to receive new carpet, and providing new broadloom carpet.
E. Alternate No. G-5, Repair of knee wall under curtain wall windows:
   1. State the amount to add to the base bid for repairing knee walls as shown on drawings A1.1 and A5.0.

END OF SECTION
SECTION 01 2500
SUBSTITUTION PROCEDURES

PART 1  GENERAL

1.01  SECTION INCLUDES
A. Procedural requirements for proposed substitutions.

1.02  DEFINITIONS
A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
      a. Unavailability.
      b. Regulatory changes.
   2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
      a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.03  REFERENCE STANDARDS
A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2  PRODUCTS - NOT USED

PART 3  EXECUTION

3.01  GENERAL REQUIREMENTS
A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.
B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
D. Limit each request to a single proposed substitution item.

3.02  SUBSTITUTION PROCEDURES DURING BID PERIOD
A. Instructions to Bidders specifies time restriction. Request must be received by architect no later than 10 calendar days prior to bid date.
B. Submittal Form
   1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.03  SUBSTITUTION PROCEDURES AFTER AWARD OF CONTRACT OR DURING CONSTRUCTION
A. Submittal Form
1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

B. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

C. Substitutions will not be considered under one or more of the following circumstances:
   1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
   2. Without a separate written request.
   3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION
   A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
   B. Architect will notify Contractor in writing of decision to accept or reject request.

END OF SECTION
SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. General administrative requirements.
B. Preconstruction meeting.
C. Progress meetings.
D. Construction progress schedule.
E. Submittals for review, information, and project closeout.
F. Number of copies of submittals.
G. Requests for Information (RFI) procedures.
H. Submittal procedures.

1.02 RELATED REQUIREMENTS
A. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
B. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS
A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
B. Make the following types of submittals to Architect:
   1. Requests for Information (RFI).
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Correction Punch List and Final Correction Punch List for Substantial Completion.
   11. Closeout submittals.

PART 3 EXECUTION

2.01 PRECONSTRUCTION MEETING
A. Owner will schedule a meeting after Notice of Award.
B. Attendance Required:
   1. Owner.
   3. Contractor.
C. Agenda:
   1. Submission of list of subcontractors, schedule of values, and progress schedule.
   2. Designation of personnel representing the parties to Contract, Contractor and Architect.
   3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   4. Scheduling.
D. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.
2.02 PROGRESS MEETINGS
   A. Schedule and administer meetings throughout progress of the Work at maximum interval of one meeting every two weeks.
   B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
   C. Attendance Required:
      1. Contractor.
      2. Owner.
      3. Architect.
      4. Contractor’s superintendent.
      5. Major subcontractors.
   D. Agenda:
      1. Review minutes of previous meetings.
      2. Review of work progress.
      3. Field observations, problems, and decisions.
      4. Identification of problems that impede, or will impede, planned progress.
      5. Review of submittals schedule and status of submittals.
      7. Maintenance of progress schedule.
      8. Corrective measures to regain projected schedules.
      9. Planned progress during succeeding work period.
     10. Maintenance of quality and work standards.
     11. Effect of proposed changes on progress schedule and coordination.
     12. Other business relating to work.
   E. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

2.03 CONSTRUCTION PROGRESS SCHEDULE
   A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
   B. Within 10 days after joint review, submit complete schedule.

2.04 REQUESTS FOR INFORMATION (RFI)
   A. Definition: A request seeking one of the following:
      1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
   B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
      1. Prepare a separate RFI for each specific item.
         a. Do not forward requests which solely require internal coordination between subcontractors.
      2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
   C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
      1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
      2. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Issue date, and requested reply date.
   2. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
   3. Annotations: Field dimensions and/or description of conditions which have engendered the request.
   4. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
   1. Indicate current status of every RFI. Update log promptly and on a regular basis.
   2. Note dates of when each request is made, and when a response is received.
   3. Identify and include improper or frivolous RFIs.

G. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
   1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
   1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.

2.05 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

2.06 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

2.07 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

2.08 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

2.09 SUBMITTAL PROCEDURES

A. General Requirements:

B. Product Data Procedures:
   1. Submit only information required by individual specification sections.
   2. Collect required information into a single submittal.
   3. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
   2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

2.10 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
   1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.

END OF SECTION
SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1  GENERAL

1.01  SECTION INCLUDES
   A. Temporary utilities.
   B. Temporary telecommunications services.
   C. Temporary sanitary facilities.
   D. Temporary Controls: Barriers, enclosures, and dust control.
   E. Security requirements.
   F. Vehicular access and parking.
   G. Waste removal facilities and services.
   H. Project identification sign.
   I. Field offices.

1.02  TEMPORARY UTILITIES
   A. Owner will provide the following:
      1. Electrical power, consisting of connection to existing facilities.
      2. Water supply, consisting of connection to existing facilities.
   B. Existing facilities may be used.
   C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03  TELECOMMUNICATIONS SERVICES
   A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization. Cell phone or tablet with access to email will be adequate.

1.04  TEMPORARY SANITARY FACILITIES
   A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
   B. Maintain daily in clean and sanitary condition.

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

1.06  INTERIOR ENCLOSURES
   A. Provide temporary dust covers and protection barriers and ceilings to contain work areas minimizing effect on Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
   B. Construction: Dust partitions: wood framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.07  SECURITY
   A. Provide security and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
   B. Coordinate with Owner's security program.
1.08 VEHICULAR ACCESS AND PARKING
   A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities,
      and access for emergency vehicles.
   B. Coordinate access and haul routes with governing authorities and Owner.
   C. Provide and maintain access to fire hydrants, free of obstructions.
   D. Site space is not adequate for parking, on-street parking must be used to support work crews.

1.09 WASTE REMOVAL
   A. See Section 01 7419 - Construction Waste Management and Disposal, for additional
      requirements.
   B. Provide waste removal facilities and services as required to maintain the building and site in
      clean and orderly condition. Coordinate location with Owner.

1.10 PROJECT IDENTIFICATION
   A. Provide project identification sign of design and construction indicated on drawings.
   B. Erect on site at location established by Architect.
   C. No other signs are allowed without Owner permission except those required by law.

1.11 FIELD OFFICES
   A. Owner will provide space for Project meetings, with table and chairs to accommodate 8
      persons. Space in the existing building on level one may be used.
   B. A field office will not be provided.

END OF SECTION
SECTION 01 5813
TEMPORARY PROJECT SIGNAGE

PART 1 GENERAL
1.01 SECTION INCLUDES
   A. Project identification sign.

1.02 RELATED REQUIREMENTS
   A. See General Conditions of the Contract for other signage-related requirements.

PART 2 PRODUCTS
2.01 PROJECT IDENTIFICATION SIGN
   A. Content:
      1. As shown in the drawing on the following page. Background artwork to be provided by the Architect. Text and logos include:
         a. Project number, title, logo and name of Owner as indicated on Contract Documents.

PART 3 EXECUTION
3.01 INSTALLATION
   A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
   B. Erect at location of high public visibility adjacent to main entrance to site.
   C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   D. Install sign surface plumb and level, with butt joints. Anchor securely.
   E. Paint exposed surfaces of sign, supports, and framing.

3.02 MAINTENANCE
   A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL
   A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION
Project Sign
Hurricane Florence Repairs - Cape Fear Museum

Print image & text on weather resistant material

4' X 8' X 1/2" MDO Faced Plywood. Paint White.

2X4 @ 24" O.C. Paint White.

Section View

1x4 Clear trim
4x4 PT posts.
2x4 PT top, bottom and at mid point

Plan View

1/2" MDO Faced Plywood. Paint White.

1x4 Clear trim

Typical Elevation

Posts set 4’ in ground

124 MARKET STREET
WILMINGTON, NC
S2A3.COM

hurricane florence repairs
for the
cape fear museum

GENERAL CONTRACTOR LOGO

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE

hurricane florence repairs
for the
cape fear museum

or history and science

S12 MARKET STREET
WILMINGTON, NC
S2A3.COM

GENERAL CONTRACTOR LOGO

SAWYER SHERWOOD & ASSOCIATE ARCHITECTURE

1x4 Trim, Paint white.
SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Re-use of existing products.
B. Transportation, handling, storage and protection.
C. Product option requirements.
D. Substitution limitations.
E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS
A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
B. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS
A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required including:
  1. All furnishings and casework
  2. Ceiling tiles

2.02 NEW PRODUCTS
A. Provide new products unless specifically required or permitted by Contract Documents.
B. Use of products having any of the following characteristics is not permitted:
  1. Made of wood from newly cut old growth timber.
  2. Containing lead, cadmium, or asbestos.
C. Where other criteria are met, Contractor shall give preference to products that:
  1. If wet applied, have lower VOC content.
  2. Are extracted, harvested, and/or manufactured closer to the location of the project.
  3. Have longer documented life span under normal use.
  4. Result in less construction waste.

2.03 PRODUCT OPTIONS
A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
2.04 MAINTENANCE MATERIALS
A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

PART 3 EXECUTION
3.01 SUBSTITUTION LIMITATIONS
3.02 TRANSPORTATION AND HANDLING
A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
D. Transport and handle products in accordance with manufacturer's instructions.
E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION
A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
B. Store and protect products in accordance with manufacturers' instructions.
C. Store with seals and labels intact and legible.
D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
E. For exterior storage of fabricated products, place on sloped supports above ground.
F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
G. Comply with manufacturer's warranty conditions, if any.
H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
I. Prevent contact with material that may cause corrosion, discoloration, or staining.
J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION
SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.
B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
C. Pre-installation meetings.
D. Cutting and patching.
E. Cleaning and protection.
F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
C. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
E. Section 07 8400 - Firestopping.

1.03 PROJECT CONDITIONS

A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into areas occupied by Owner.
   1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
   1. Indoors: Limit conduct of especially noisy interior work to times arranged in coordination with Owner to minimize disruption.

1.04 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
B. Notify affected utility companies and comply with their requirements.
C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
F. Coordinate completion and clean-up of work of separate sections.
G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

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

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
1. Verify that construction and utility arrangements are as indicated.
2. Report discrepancies to Architect before disturbing existing installation.
3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Remove existing work as indicated and as required to accomplish new work.
1. Remove items indicated on drawings.
2. Relocate items indicated on drawings.
3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and ______): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
   b. Provide temporary connections as required to maintain existing systems in service.
4. Verify that abandoned services serve only abandoned facilities.
5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.

E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
2. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
G. Refinish existing surfaces as indicated:
   1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
   2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

H. Clean existing systems and equipment.
I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
J. Do not begin new construction in alterations areas before demolition is complete.
K. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING
A. Whenever possible, execute the work by methods that avoid cutting or patching.
B. See Alterations article above for additional requirements.
C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-complying work.
D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to specified condition.
E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
G. Restore work with new products in accordance with requirements of Contract Documents.
H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING
A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site daily and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 ADJUSTING

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

3.10 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Clean filters of operating equipment.

G. Clean site; sweep paved areas, rake clean landscaped surfaces.

H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION
SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Project Record Documents.
B. Operation and Maintenance Data.
C. Warranties and bonds.

1.02 RELATED REQUIREMENTS
A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
B. General and Supplementary General Conditions of the Contract: Performance bond, Labor and Material payment bonds, warranty, and correction of work.
C. Individual Product Sections: Specific requirements for operation and maintenance data.
D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS
A. Project Record Documents: Submit construction document markups to Architect for review and use in producing record documents for the Owner.
B. Operation and Maintenance Data:
   1. Submit one electronic copy of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after Substantial Completion.
   3. Submit one copy of completed documents 15 days prior to Substantial Completion. This copy will be reviewed and returned prior to Substantial Completion, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within 10 days after final inspection.
C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner’s permission, submit documents within 10 days after acceptance.
   2. For items of Work for which acceptance is delayed beyond Date of Final Acceptance, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 3 EXECUTION

2.01 PROJECT RECORD DOCUMENTS
A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store record documents separate from documents used for construction.
D. Record information concurrent with construction progress.
E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Changes made by Addenda and modifications.
F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
      a. To include actual buried location, routes, and depth of any new underground utilities and any existing underground utilities discovered during construction.
   3. Field changes affecting water valve locations, sewer clean outs, damper locations, duct detectors and similar maintenance requiring elements.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

2.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to operation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

2.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Additional information as specified in individual product specification sections.

D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

2.04 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binders with durable plastic covers.

F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION
SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Selective demolition of building elements for repair purposes.

1.02 RELATED REQUIREMENTS
A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
B. Section 01 1000 - Summary: Description of items to be removed by Owner.
C. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
D. Section 01 5000 - Temporary Facilities and Controls: Security, protective barriers, and waste removal.
E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 QUALITY ASSURANCE
A. Demolition Firm Qualifications: Company specializing in the type of work required.
   1. Minimum of 5 years of documented experience.

PART 3 EXECUTION

2.01 SCOPE
A. Remove interior finishes to be replaced including, but limited to, as indicated on drawings.
   1. Gypsum wall board
   2. Stud framing
   3. Carpet
   4. Acoustical ceiling tiles

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS
A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Provide, erect, and maintain temporary barriers and security devices.
   3. Use physical barriers to prevent access to areas that could be hazardous to workers or the public. Also provide barriers to control dust, moisture and humidity from being a nuisance to building occupants, or from damaging museum's collections, exhibits, files or furnishings.
   4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   5. Do not close or obstruct roadways or sidewalks without permit.
   6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
   7. Do not begin removal until built elements to be salvaged or relocated have been removed.
   8. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
2.03 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on Field observations and existing drawings.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

C. Remove existing work as indicated and as required to accomplish new work.

D. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.

2.04 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Remove from site all materials not to be reused on site; do not burn or bury.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION
SECTION 03 0100
MAINTENANCE OF CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Repair of exposed shrinkage, and settlement cracks.
B. Scope of Work: As indicated on drawings.

1.02 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.
C. Installer's Qualification Statement.

1.03 QUALITY ASSURANCE
A. Installer Qualifications: Company specializing in performing work of the type specified and with minimum of 3 years of documented experience.

1.04 MOCK-UP(S)
A. Crack Injection: Prepare one sample of each type of injection.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

PART 2 PRODUCTS

2.01 EPOXY PATCHING AND REPAIR MATERIALS
A. Epoxy Injection Adhesive:

2.02 POLYURETHANE CRACK REPAIR MATERIALS
A. Single component hydrophobic polyurethane injection foam.
   2. Other Manufacturers:
      b. AQUAFIN; InjectProECO-LV: www.aquafin.net.
      c. Euclid Chemical Company; Dural Aqua-Dam LV: www.euclidchemical.com/#sle.
      d. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION
A. Verify that surfaces are ready to receive work.
B. Beginning of installation means acceptance of substrate.

3.02 PREPARATION
A. Provide enclosures, barricades, and other temporary construction as required to protect adjacent work from damage.
B. Remove existing VCT flooring and surface-applied waterproofing membrane strip to expose full extent of crack.
C. Prepare concrete surfaces to be repaired per repair material manufacturer's instructions.

3.03 CRACK REPAIR USING POLYURETHANE FOAM INJECTION
A. Repair exposed cracks.
B. Follow polyurethane manufacturer's written installation instructions.
C. Provide temporary entry ports spaced to accomplish movement of fluids between ports; no deeper than the depth of the crack to be filled or port size diameter no greater than the thickness of the crack.

D. Inject adhesive into ports under pressure using equipment appropriate for particular application.

E. Begin injection at entry port at end of crack, and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.

F. Remove excess adhesive.

G. Clean surfaces adjacent to repair.

END OF SECTION
SECTION 05 4000
COLD-FORMED METAL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Formed steel stud exterior wall and interior wall framing.
B. Exterior wall sheathing.

1.02 RELATED REQUIREMENTS
A. Section 07 9200 - Joint Sealants.
B. Section 09 2116 - Gypsum Board Assemblies: Lightweight, non-load bearing metal stud framing.

1.03 REFERENCE STANDARDS
A. AISI S100-12 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2012.
C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
D. ASTM C955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases; 2015.

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on standard framing members; describe materials and finish, product criteria, limitations.
C. Manufacturer's Installation Instructions: Indicate special procedures, conditions requiring special attention.

PART 2 PRODUCTS

2.01 FRAMING SYSTEM
A. Provide primary and secondary framing members, bridging, bracing, plates, gussets, clips, fittings, reinforcement, and fastenings as required to provide a complete framing system.
B. Design Requirements: Provide completed framing system having the following characteristics:
   1. Design: Calculate structural characteristics of cold-formed steel framing members according to AISI S100-12.
   2. Structural Performance: Design, engineer, fabricate, and erect to withstand specified design loads for project conditions within required limits.
   3. Design Loads: In accordance with applicable codes.
   4. Live load deflection meeting the following, unless otherwise indicated:
      a. Exterior Walls: Maximum horizontal deflection under wind load of 1/180 of span.
   5. Able to tolerate movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
6. Able to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

2.02 FRAMING MATERIALS
   A. Studs and Track: ASTM C955; studs formed to channel, "C", or "Sigma" shape with punched web; U-shaped track in matching nominal width and compatible height.
      1. Gage and Depth: As indicated on drawings.
      2. Galvanized in accordance with ASTM A653/A653M, G90/Z275 coating.

2.03 FASTENERS
   A. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot dip galvanized per ASTM A153/A153M.
   B. Anchorage Devices: Drilled expansion bolts.

2.04 WALL SHEATHING
   A. Gypsum board; complying with requirements of ASTM C1396/C1396M for gypsum sheathing, V-shaped long edges, 1/2 inch (12.7 mm) thick, Type X - Fire Resistant

2.05 ACCESSORIES
   A. Bracing, Furring, Bridging: Formed sheet steel, thickness determined for conditions encountered; finish to match framing components.
   B. Knee wall braces as indicated on drawings.
   C. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that substrate surfaces are ready to receive work.
   B. Verify field measurements and adjust installation as required.

3.02 INSTALLATION OF STUDS
   A. Install components in accordance with manufacturers' instructions and ASTM C1007 requirements.

3.03 INSTALLATION OF WALL SHEATHING
   A. Install wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using self-tapping screws.
      1. Provide steel diagonal bracing at corners with foam insulation or gypsum board wall sheathing.

END OF SECTION
SECTION 07 2100
THERMAL INSULATION

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Batt insulation in wall construction.

1.02 RELATED REQUIREMENTS
A. Section 05 4000 - Cold-Formed Metal Framing: Supporting construction for batt insulation.
B. Section 09 2116 - Gypsum Board Assemblies: Acoustic insulation inside walls and partitions.

1.03 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

PART 2 PRODUCTS
2.01 APPLICATIONS
A. Insulation in Metal Framed Walls: Batt insulation with no vapor retarder.

2.02 BATT INSULATION MATERIALS
A. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
   1. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
   2. Formaldehyde Content: Zero.
   3. Thermal Resistance: R-value (RSI-value) of 19 (____).
   4. Thickness: 6 inch (__ mm) and 8 inch, to match thickness of studs at exterior walls.
   5. Facing: Unfaced.
   6. Manufacturers:
      c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
      d. Substitutions: See Section 01 6000 - Product Requirements.

2.03 ACCESSORIES

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.

3.02 BATT INSTALLATION
A. Install insulation in accordance with manufacturer's instructions.
B. Install between stud framing without gaps or voids. Do not compress insulation.
C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

3.03 PROTECTION
A. Do not permit installed insulation to be damaged prior to project completion.

END OF SECTION
Hurricane Florence Repairs New Hanover County Cape Fear Museum 07 2100 - 2 THERMAL INSULATION
SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Nonsag gunnable joint sealants.
B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
   1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
   2. List of backing materials approved for use with the specific product.
   3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
   4. Substrates the product should not be used on.
   5. Substrates for which use of primer is required.
   6. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
D. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
E. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.

1.04 QUALITY ASSURANCE
A. Maintain one copy of each referenced document covering installation requirements on site.
B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
C. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
   1. Identification of testing agency.
   2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
      a. Test date.
      b. Copy of test method documents.
      c. Age of sealant upon date of testing.
      d. Test results, modeled after the sample form in the test method document.
      e. Indicate use of photographic record of test.
D. Field Adhesion Test Procedures:
   1. Allow sealants to fully cure as recommended by manufacturer before testing.
   2. Have a copy of the test method document available during tests.
3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.

E. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
   1. Sample: At least 18 inch (457 mm) long.
   2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch (25 mm) by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
   3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.

1.05 WARRANTY
   A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
   B. Correct defective work within a five year period after Date of Substantial Completion.
   C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS
2.01 MANUFACTURERS
   A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.

2.02 JOINT SEALANT APPLICATIONS
   A. Scope:
      1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
         a. Joints between door, window, and other frames and adjacent construction.
         b. Joints between different exposed materials.
         c. Other joints indicated below.
      2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
         a. Joints between door, window, and other frames and adjacent construction.
         b. Other joints indicated below.
      3. Do not seal the following types of joints.
         a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
         b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
         c. Joints where installation of sealant is specified in another section.
d. Joints between suspended panel ceilings/grid and walls.

B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
   1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.

C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
   1. Type ___ - Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.

2.03 ACCESSORIES

A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
   1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
   2. Open Cell: 40 to 50 percent larger in diameter than joint width.

B. Overlay Extrusion for Glazing System Joint Protection: Rubber profiled extrusions placed over joints in glazing system and provided with watertight seal.
   1. Profile: As required to match existing metal glazing cap requirements.
   2. Color: As required to match existing conditions.

C. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

D. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

F. Insulating Foam Sealant: Closed cell polyurethane foam sealant for use at perimeter of windows and doors, and at locations indicated on drawings.
   1. Manufacturers:
      d. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that joints are ready to receive work.

B. Verify that backing materials are compatible with sealants.

C. Verify that backer rods are of the correct size.

D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
   1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
   2. Notify Architect of date and time that tests will be performed, at least 7 days in advance.
   3. Record each test on Preinstallation Adhesion Test Log as indicated.
   4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Architect.
   5. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

3.02 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION
A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
B. Perform installation in accordance with ASTM C1193.
C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.
D. Install bond breaker backing tape where backer rod cannot be used.
E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL
A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 POST-OCCUPANCY
A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION
SECTION 09 0561
COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
   1. Broadloom carpet.
   2. VCT.
B. Removal of existing floor coverings.
C. Preparation of existing concrete floor slabs for installation of floor coverings.
D. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.
E. Patching compound.

1.02 REFERENCE STANDARDS

A. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute; October 2011.

1.03 SUBMITTALS

A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
   1. Moisture and alkalinity (pH) limits and test methods.
   2. Manufacturer's required bond/compatibility test procedure.
B. Adhesive Bond and Compatibility Test Report.
C. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
   1. Manufacturer's qualification statement.
   2. Test reports indicating compliance with specified performance requirements, performed by nationally recognized independent testing agency.
   3. Manufacturer's installation instructions.
   4. Specimen Warranty: Copy of warranty to be issued by coating manufacturer and certificate of underwriter's coverage of warranty.

1.04 QUALITY ASSURANCE

A. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.
B. Remedial Coating Installer Qualifications: Company specializing in performing work of the type specified in this section, trained by or employed by coating manufacturer, and able to provide at least 3 project references showing at least 3 years' experience installing moisture emission coatings.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
B. Deliver materials in manufacturer's packaging; include installation instructions.
C. Keep materials from freezing.

1.06 FIELD CONDITIONS

A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F (18 degrees C) or more than 85 degrees F (30 degrees C).
B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.
PART 2 PRODUCTS

2.01 MATERIALS

A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
   1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
   2. Latex or polyvinyl acetate additions are permitted; gypsum content is prohibited.
   3. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C1272, whichever is appropriate.

B. Remedial Floor Coating: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
   1. Thickness: As required for application and in accordance with manufacturer's installation instructions.
   2. Products:
      b. Floor Seal Technology, Inc; MES 100 with Floor Seal FloorCem SLU: www.floorseal.com/#sle.
      d. Tnemec Company, Inc; Series 208 Epoxoprime MVT: www.tnemec.com/#sle.
      e. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

A. Perform following operations in the order indicated:
   1. Existing concrete slabs with existing floor coverings:
      a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
      b. Removal of existing floor covering.
   2. Existing concrete slabs with coatings or penetrating sealers/hardeners/dustproofers:
      a. Do not attempt to remove coating or penetrating material.
      b. Do not abrade surface.
   3. Preliminary cleaning.
   4. Specified remediation, if required.
   5. Patching, smoothing, and leveling, as required.
   6. Other preparation specified.
   8. Protection.

B. Remediations:
   1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
   2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
   3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the
level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

3.02 REMOVAL OF EXISTING FLOOR COVERINGS
   A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
   B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

3.03 PRELIMINARY CLEANING
   A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
   B. Do not use solvents or other chemicals for cleaning.

3.04 ADHESIVE BOND AND COMPATIBILITY TESTING
   A. Comply with requirements and recommendations of floor covering manufacturer.

3.05 APPLICATION OF REMEDIAL FLOOR COATING
   A. Comply with requirements and recommendations of coating manufacturer.

3.06 PROTECTION
   A. Cover prepared floors with building paper or other durable covering.

END OF SECTION
SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Gypsum wallboard.
B. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS
A. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS
E. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on gypsum board, accessories, and joint finishing system.

1.05 QUALITY ASSURANCE
A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 3 years of experience.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES
A. Provide completed assemblies complying with ASTM C840 and GA-216.
   1. See PART 3 for finishing requirements.

2.02 BOARD MATERIALS
A. Manufacturers - Gypsum-Based Board:
   6. Substitutions: See Section 01 6000 - Product Requirements.
B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
   1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
   a. Mold resistant board is required at all locations.
3. Thickness: To match thickness of existing adjacent materials, field verify.
   a. Vertical Surfaces: 5/8 inch (16 mm).
   b. Ceilings: 5/8 inch (16 mm).

2.03 GYPSUM WALLBOARD ACCESSORIES
A. Finishing Accessories: ASTM C1047, galvanized steel, unless noted otherwise.
   1. Types: As detailed or required for finished appearance.
   2. Special Shapes: In addition to conventional corner bead and control joints, provide L-bead at exposed panel edges and where gypsum board abuts door and window frames, and masonry.
B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
   1. Paper Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners.
C. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion resistant.
D. Nails for Attachment to Wood Members: ASTM C514.
E. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.
F. Adhesive for Attachment to Masonry:
   1. Products:
      c. __________.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify that project conditions are appropriate for work of this section to commence.
3.02 BOARD INSTALLATION
   A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
   B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
      1. Exception: Tapered edges to receive joint treatment at right angles to framing.
   C. Installation on Metal Framing: Use screws for attachment of gypsum board.
3.03 INSTALLATION OF TRIM AND ACCESSORIES
   A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
      1. Not more than 30 feet (10 meters) apart on walls over 50 feet (16 meters) long.
   B. Corner Beads: Install at external corners, using longest practical lengths.
   C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.
3.04 JOINT TREATMENT
   A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
   B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
      1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
      2. Level 2: In utility areas, behind cabinetry.
C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
   1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

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

END OF SECTION
SECTION 09 5100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Suspended metal grid ceiling system.
B. Acoustical units.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS
C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.

1.04 ADMINISTRATIVE REQUIREMENTS
A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
B. Do not install acoustical units until after interior wet work is dry.

1.05 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on suspension system components and acoustical units.
C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Acoustical Units: Quantity equal to 10 percent of total installed.

1.06 FIELD CONDITIONS
A. Maintain uniform temperature of minimum 60 degrees F (16 degrees C), and maximum humidity of 65 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 ACOUSTICAL UNITS
A. Acoustical Units - General: ASTM E1264, Class A.
B. Acoustical Tile: Painted mineral fiber, ASTM E1264 Type III, with the following characteristics:
   1. Size: 24 by 24 inches (610 by 610 mm).
   2. Thickness: 3/4 inches (19 mm).
   3. Composition: Mineral fiber.
   4. Edge: Square tegular.
   5. Surface Color: White.
   6. Surface Pattern: Medium.
   7. Suspension System: Exposed grid Type 1.
   8. Basis of Design:
      b. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SUSPENSION SYSTEM(S)
A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required. Suspension system is limited in this project to repair areas and minor revisions.
B. Exposed Aluminum Suspension System: Aluminum; intermediate-duty.
   1. Profile: Tee; 15/16 inch (24 mm) wide face.
   2. Finish: Painted white.
   3. Products:
      c. USG; DONN AX/AXCE: www.usg.com
      d. Substitutions: See Section 01 6000 - Product Requirements.

2.03 ACCESSORIES
   A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
   B. Perimeter Moldings: Same material and finish as grid.
      1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
   C. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION
3.01 EXAMINATION
   A. Verify existing conditions before starting work.
   B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM
   A. Install suspension system in accordance with ASTM C636/C636M and manufacturer's instructions and as supplemented in this section.
   B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
   C. Locate system on room axis according to reflected ceiling plan.
   D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
   E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
   F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
   G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
   H. Support fixture loads using supplementary hangers located within 6 inches (150 mm) of each corner, or support components independently.
   I. Do not eccentrically load system or induce rotation of runners.
   J. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
      1. Use longest practical lengths.
      2. Overlap and rivet corners.

3.03 INSTALLATION - ACOUSTICAL UNITS
   A. Install acoustical units in accordance with manufacturer's instructions.
   B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
   C. Fit border trim neatly against abutting surfaces.
   D. Install units after above-ceiling work is complete.
   E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
F. Cutting Acoustical Units:
   1. Cut to fit irregular grid and perimeter edge trim.
   2. Make field cut edges of same profile as factory edges.
   3. Double cut and field paint exposed reveal edges.

3.04 TOLERANCES
   A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).
   B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION
SECTION 09 6500
RESILIENT FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Resilient tile flooring.
B. Resilient base.
C. Installation accessories.

1.02 RELATED REQUIREMENTS
A. Section 09 0561 - Common Work Results for Flooring Preparation: Testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.

1.03 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
D. Verification Samples: Submit two samples, minimum 12 x 12 inch in size illustrating color and pattern for each resilient flooring product selected.
E. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of sub-floor is acceptable.
F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Flooring Material: 25 square feet (2.5 square meters) of each type and color.
   3. Extra Wall Base: 24 linear feet (8 linear meters) of each type and color.

1.04 DELIVERY, STORAGE, AND HANDLING
A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
B. Store all materials off of the floor in an acclimatized, weather-tight space.
C. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
D. Protect roll materials from damage by storing per manufacturer's recommendation.
E. Do not double stack pallets.

1.05 FIELD CONDITIONS
A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).

PART 2 PRODUCTS

2.01 TILE FLOORING
A. Vinyl Composition Tile: Homogeneous, with color extending throughout thickness.
   1. Manufacturers:
      b. Johnsonite, a Tarkett Company; Azrock: www.johnsonite.com/#sle.
      c. Mannington Mills, Inc; Essentials: www.mannington.com/#sle.
2.02 RESILIENT BASE
A. Rubber Base: ASTM F1861, Type TV, vinyl, thermoplastic; top set Style B, Cove, and as follows:
   1. Manufacturers:
      d. Substitutions: See Section 01 6000 - Product Requirements.
   2. Height: 4 inch (100 mm).
   3. Thickness: 0.125 inch (3.2 mm).
   5. Length: Roll.
   6. Color: To be selected by Architect from manufacturer's full range.

2.03 ACCESSORIES
A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
C. Flooring Adhesive as recommended by the flooring manufacturer.
D. Moldings, Transition and Edge Strips: Vinyl, same manufacturer as wall base.

PART 3 EXECUTION
3.01 EXAMINATION
A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

3.02 PREPARATION
A. Prepare floor substrates for installation of flooring in accordance with Section 09 0561.

3.03 INSTALLATION - GENERAL
A. Starting installation constitutes acceptance of sub-floor conditions.
B. Install in accordance with manufacturer's written instructions.
C. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

3.04 INSTALLATION - TILE FLOORING
A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
B. Lay flooring with joints and seams parallel to building lines to produce symmetrical pattern.
C. Install tile to ashlar pattern, colors laid per Architect's pattern. Allow minimum 1/2 full size tile width at room or area perimeter.
3.05 INSTALLATION - RESILIENT BASE
   A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.
   B. Miter internal corners. At external corners, 'V' cut back of base strip to 2/3 of its thickness and fold.
   C. Install base on solid backing. Bond tightly to wall and floor surfaces.
   D. Scribe and fit to door frames and other interruptions.

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

3.07 PROTECTION
   A. Prohibit traffic on resilient flooring for 48 hours after installation.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES
   A. Carpet, direct-glued.
   B. Removal of existing carpet in areas indicated on drawings.
   C. Accessories.

1.02 RELATED REQUIREMENTS
   A. Section 09 0561 - Common Work Results for Flooring Preparation: Independent agency testing of concrete slabs, removal of existing floor coverings, cleaning, and preparation.

1.03 REFERENCE STANDARDS
   B. CRI (GL) - Green Label Testing Program - Certified Products; Carpet and Rug Institute; Current Edition.

1.04 SUBMITTALS
   A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
   B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
   C. Shop Drawings: Indicate seaming plan, method of joining seams, direction of carpet pile and pattern, location of edge moldings.
   D. Manufacturer's Installation Instructions: Indicate special procedures.
   E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.05 QUALITY ASSURANCE
   A. Installer Qualifications: Company specializing in installing carpet with minimum three years documented experience.

1.06 FIELD CONDITIONS
   A. Store materials in area of installation for minimum period of 24 hours prior to installation.
   B. Maintain minimum 70 degrees F (21 degrees C) ambient temperature 24 hours prior to, during and 24 hours after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. Carpet:
      3. Patcraft; www.patcraft.com
      4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 CARPET
   A. Carpet:
      2. Roll Width: 13'-6" ft ( mm).
      3. Color: To be selected by Architect from Manufacturer's full range.
      4. Pattern: Metro or Nexus.

2.03 ACCESSORIES
   A. Sub-Floor Filler: Type recommended by carpet manufacturer.
B. Moldings and Edge Strips: Vinyl, color as selected from manufacturer's full range.

C. Adhesives:
   1. Compatible with materials being adhered; maximum VOC content of 50 g/L; CRI (GL) certified; in lieu of labeled product, independent test report showing compliance is acceptable.

D. Seam Adhesive: Recommended by carpet manufacturer.

E. Carpet Adhesive: Recommended by carpet manufacturer; releasable type.

PART 3 EXECUTION

3.01 EXAMINATION
   A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive carpet.

3.02 PREPARATION
   A. Prepare floor substrates for installation of flooring in accordance with Section 09 0561.

3.03 INSTALLATION - GENERAL
   A. Starting installation constitutes acceptance of sub-floor conditions.
   B. Install carpet and cushion in accordance with manufacturer's instructions and CRI 104 (Commercial).
   C. Verify carpet match before cutting to ensure minimal variation between dye lots.
   D. Lay out carpet.
      1. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic.
      2. Do not locate seams perpendicular through door openings.
   E. Install carpet tight and flat on subfloor, well fastened at edges, with a uniform appearance.

3.04 DIRECT-GLUED CARPET
   A. Double cut carpet seams, with accurate pattern match. Make cuts straight, true, and unfrayed. Apply seam adhesive to cut edges of woven carpet immediately.
   B. Apply contact adhesive to floor uniformly at rate recommended by manufacturer. After sufficient open time, press carpet into adhesive.
   C. Apply seam adhesive to the base of the edge glued down. Lay adjoining piece with seam straight, not overlapped or peaked, and free of gaps.
   D. Roll with appropriate roller for complete contact of adhesive to carpet backing.
   E. Trim carpet neatly at walls and around interruptions.
   F. Complete installation of edge strips, concealing exposed edges.

3.05 CLEANING
   A. Remove excess adhesive from floor and wall surfaces without damage.
   B. Clean and vacuum carpet surfaces.

END OF SECTION
SECTION 09 8430
SOUND-ABSORBING WALL AND CEILING UNITS

PART 1 GENERAL
1.01 SECTION INCLUDES
A. Sound-absorbing panels.

1.02 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Manufacturer's printed data sheets for products specified.
C. Shop Drawings: Fabrication and installation details, panel layout, and fabric orientation.
D. Selection Samples: Manufacturer's color charts for fabric covering, indicating full range of fabrics, colors, and patterns available.

1.03 DELIVERY, STORAGE, AND HANDLING
A. Protect acoustical units from moisture during shipment, storage, and handling. Deliver in factory-wrapped bundles; do not open bundles until units are needed for installation.
B. Store units flat, in dry, well-ventilated space; do not stand on end.
C. Protect edges from damage.

PART 2 PRODUCTS
2.01 FABRIC-COVERED SOUND-ABSORBING UNITS
A. Manufacturers:
   4. Substitutions: See Section 01 6000 - Product Requirements.
B. Fabric-Covered Acoustical Panels for Walls:
   1. Panel Core: Manufacturer's standard rigid or semi-rigid fiberglass core.
   3. Panel Thickness: 2 inches (25.4 mm).
   4. Edges: Perimeter edges reinforced by a formulated resin hardener.
   5. Corners: Square.
   7. Color: As selected by Architect from manufacturer's full range.
   8. Mounting Method: Manufacturer's standard method for concealed support, designed to allow panel removal.

2.02 FABRICATION
A. Fabric Wrapped, General: Fabricate panels to sizes and configurations as indicated, with fabric facing installed without sagging, wrinkles, blisters, or visible seams.
B. Tolerances: Fabricate to finished tolerance of plus or minus 1/16 inch (1.6 mm) for thickness, overall length and width, and squareness from corner to corner.

PART 3 EXECUTION
3.01 EXAMINATION AND TEST AREA
A. Examine existing panels for conditions detrimental to installation of acoustical units. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PROTECTION
A. Provide protection of cleaned acoustical panels until Date of Substantial Completion.

END OF SECTION
SECTION 09 9123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Surface preparation.
B. Field application of paints.
C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
D. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
   5. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, and lead items.
   6. Marble, granite, slate, and other natural stones.
   7. Ceramic and other tiles.
   8. Brick, granite, slate, and other natural stones.
   9. Glass.
   10. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS
A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
C. Manufacturer's Instructions: Submit product technical data sheets, and indicate special surface preparation procedures and substrate conditions requiring special attention.
D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 6000 - Product Requirements, for additional provisions.
   2. Extra Paint and Finish Materials: 1 gallon (4 L) of each color; from the same product run, store where directed.
   3. Label each container with color, type, and texture in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE
A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience and approved by manufacturer.
1.06 MOCK-UP
A. prep and finish wall and ceiling area, 8 feet (____ m) long by 8 feet (____ m) wide, illustrating paint color, texture, and finish.
B. Locate where directed by Architect.
C. Mock-up may remain as part of the work.

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

1.08 FIELD CONDITIONS
A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
C. Do not apply materials when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.
D. Minimum Application Temperatures for Paints: 50 degrees F (10 degrees C) for interiors unless required otherwise by manufacturer's instructions.
E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
B. Paints, Transparent Finishes and Stains:
C. Primer Sealers: Same manufacturer as top coats.
D. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL
A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
   3. Supply each paint material in quantity required to complete entire project's work from a single production run.
   4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line. The intent is to match sheen of existing paints.

C. Colors: To be selected from manufacturer's full range of available colors. Current interior color is to be matched in all areas.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board.
   1. Two top coats and one coat primer.
   2. Top Coat(s): Interior Latex, flat; MPI #44.
      a. Products:
      b. Primer: As recommended by top coat manufacturer for specific substrate.

2.04 ACCESSORY MATERIALS

A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

B. Patching Material: Latex filler.

C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been properly prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

D. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

F. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION
Basement Floor Plan
Collection Storage 13

Photo 1
Basement Floor Plan
Registration 17

Photo 1

Photo 2

Photo 3
Basement Floor Plan
Corridor 18

Photo 1

Photo 2
Basement Floor Plan
Conservation Lab 19

Photo 1

Photo 2
Basement Floor Plan
Photo 23

Photo 1

Photo 2
First Floor Plan
Exterior

Photo 1
First Floor Plan
Exterior

Photo 2
First Floor Plan
Exterior

Photo 3A
First Floor Plan
Exterior
Photo 3B
First Floor Plan
Exterior
Photo 4
First Floor Plan
Exterior

Photo 5
First Floor Plan
Exterior

Photo 6
First Floor Plan
Vestibule 100

Photo 1

Photo 2
First Floor Plan
Lobby 101

Photo 1

Photo 2
First Floor Plan
West Entry 103

Photo 1

Photo 2

Photo 3
First Floor Plan
Stair 104 / Stair 209

Photo 1
First Floor Plan
Offices 119

Photo 1
First Floor Plan
Corridor 131

Photo 1

Photo 2
Second Floor Plan
Director 211

Photo 1

Photo 2
Second Floor Plan
Corridor 212

Photo 1
Second Floor Plan
Corridor 217

Photo 1

Photo 2
Hurricane Florence Repairs
New Hanover County
Cape Fear Museum
814 Market St.
Wilmington, NC

Construction Drawings
May 1, 2019
Existing curtain wall & 1" insulating glazing to remain. Weep

Remove curtain wall pressure plate covers at bottom mullions, drill (2) weep holes per mullion, and reinstall covers.

Dashed line indicates extent of existing waterproofing membrane on curtain wall pressure plate covers and face of brick. This condition occurs only at curtain wall to East of main entrance, see plans for extents.

Cut membrane at joint between curtain wall mullion and existing 2x blocking. Remove curtain wall pressure plate covers at bottom mullions, drill (2) weep holes per mullion and reinstall covers. See flashing note below, a typical condition at curtain wall.

At bottom mortar joint, provide 3/8" tube weeps (Hohmann & Barnard #341S tube weeps with brass or stainless screen, or similar by Advanced Building Products or Heckmann Building Products) at 16" O.C. Grade plant beds to slope away from building, and set top of grade lower than bottom course of brick. Provide pine straw mulch at re-graded plant beds.

After installation of wall framing, provide restoration-type masonry anchors at 16" O.C. vertically and horizontally. (Hohmann & Barnard Torq-Lok 520 at stud backup, Spira-Lok at concrete backup, or similar by HeliFix or Simpson Strong-Tie)

Existing treated 2x blocking to remain.

4" Cove base.

Existing carpet to remain, cut to clear new wall framing.

Shore existing curtain wall and demolish existing 3-5/8" steel studs and tracks. Pre-assemble and install stud walls, sheathing and weather barrier in sections and seal perimeter with insulating foam sealant - See Detail 7/A5.0. Provide 6" metal studs (600 S 162 - 54) at 16" O.C. w/ 16 gauge top & bottom tracks. Provide 6" knee wall brace (Midwall 600-24 or similar) at ends of pre-assembled sections of wall and attached to studs at 32" O.C. Fill stud cavities w/ R-19 unfaced batts.

#15 Felt weather barrier on 1/2" Gypsum sheathing. Wrap felt over top of framing, and seal to existing 2x blocking with insulating foam sealant after pre-assembled sections of wall are installed. Lap bottom edge of sheathing and weather barrier over slab edge.

Fasten top track of stud framing to existing 2x blocking w/ 1/4" x 2" HDG lag screw & washer at 4" O.C. staggered.

Solid surface window stool, build up edge to 1-1/2" thickness & provide 1/4" radius along edge and at ends. Install on 1/2" plywood blocking. Caulk perimeter joints. Provide Dupont Corian or similar by Avonite, Formica, Meganite or Wilsonart; color to be selected by Architect from solid white or off-white range.

Existing brick.

Knee wall brace in lieu of studs at ends of pre-assembled sections of wall.

Pre-assembled section of wall.

Weather barrier over sheathing. Extend weather barrier around ends of pre-assembled sections of wall, secure perimeter of weather barrier to framing to allow installation of insulating foam sealant - see note below. Apply insulating foam sealant after pre-assembled sections of wall are installed.

Continuous sealant bead at outside edge of bottom track.

Note: Some materials omitted from detail for clarity.
NORTH CAROLINA
NEW HANOVER COUNTY

AGREEMENT

THIS CONTRACT made and entered into this _____ day of
____________________ 2019 by and between NEW HANOVER COUNTY, a political
subdivision of the State of North Carolina, hereinafter referred to as "County"; and
____________________, a ________________________________, hereinafter referred to as "Contractor";

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby
agrees with the County as follows:

1. Scope of Services. Contractor shall provide all labor and materials
for post Hurricane Florence repairs to the Cape Fear Museum located at 814 Market
Street, Wilmington, N.C., as more specifically described in Exhibit A attached hereto and
incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin from
receipt of Notice to Proceed and all work shall be completed no later than ninety (90) days
for said Notice.

3. Payment. County hereby agrees to pay for the cost of this Contract
not to exceed a sum of ________________________ Dollars ($__________).
Payment is contingent upon a final County inspection and acceptance of work or services.

4. Extra Work. County and Contractor shall negotiate and agree upon
the value of any extra work or services prior to the issuance of a County Change Order
or Renewal/Amendment (CRA) form covering said extra work or services. Such Change
Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price
and Contract Time.

5. Indemnity. Contractor shall indemnify and hold County, its officers,
officials, agents, and employees, harmless against any and all claims, demands, causes
of action, or other liability, including attorney fees, for any property damages, personal
injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations are performed by Contractor or anyone directly or indirectly employed by it.

7. **Minimum Scope and Limits of Insurance**

7.1. **Commercial General Liability**

7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and GC 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4 Contractor’s CGL insurance shall be primary as
respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.2. **Worker's Compensation and Employer's Liability**

7.2.1 Contractor shall maintain Worker's Compensation as required by the General Statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, CUL insurance shall not be less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from services performed by Contractor for County.

7.3. **Business Auto Liability**

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

7.3.3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.4. **Surety Bond - Performance & Payment Bonds.** Contractor shall furnish and deliver to County a Payment Bond and a Performance Bond covering the
faithful performance and completion of work included in this Contract and payment for all materials and labor furnished or supplied in connection with work included in this Contract. All bonds shall be issued and furnished to County prior to, and as a condition precedent to, commencement of the Work of this Contract. The Payment Bond and Performance Bond shall be furnished on behalf of Contractor, shall name County obligee, and shall be one hundred percent (100%) of the amount of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of County. The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury. The bond shall remain in effect at least one (1) year after the date when final payment is made. The surety bond must be in the form set forth in N.C.G.S. 44A-33, without any variations therefrom. Contractor shall provide surety bond wherein Surety waives notice of all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner due to any modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

7.5. **Deductibles and Self-Insured Retentions**

7.5.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.6. **Miscellaneous Insurance Provisions.**
7.6.1. Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees.

7.6.2. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive, Ste. #125, Wilmington, NC 28403.

7.6.3. If Contractor’s liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7. **Acceptability of Insurers.** Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best’s rating of no less than A VII unless County has granted a specific exemption.

7.8. **Evidence of Insurance**

7.8.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.9. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.
7.10. **Conditions**  

7.10.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.10.2. Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.10.3. Contractor shall promptly notify New Hanover County Property Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.10.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.10.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.10.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

7.10.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.10.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.
8. **Independent Contractor.** The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. **Default and Termination.** If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. **Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the
services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **Non-waiver of Rights.** The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. **Conflict of Interest.** No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. **Subcontracts.** The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

16. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

18. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

20. **E-Verify Compliance.** Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. **Compliance with Federal Law.** If applicable, all federally funded projects, loans, grants, and sub-grants whether funded in part or wholly, must be procured
in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

22. **Equal Opportunity.**

22.1 During the performance of this contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

22.3 Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.4 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.5 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,
records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.6 In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.7 Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. Contractor shall comply with the following additional federal provisions:

23.1. **Davis Bacon Act and Copeland Anti-Kickback Act.**

23.1.1 Contractor and its subcontractors agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

23.1.2 Contractor shall comply with the Davis-Bacon Act (40
U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D. In accordance with the statute, Contractor must be pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be pay wages not less than once a week.

23.1.3 A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23.2.  **Contract Work Hours and Safety Standards Act**

23.2.1 Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty hours in the work week.

23.2.2 **Overtime**: No contractor or subcontractors contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

23.2.3 **Violation**: liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of this section, Contractor and any subcontractors responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractors shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of this Agreement in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess
of his standard work week of forty hours without payment of the overtime wages required by this Agreement.

23.2.4 Withholding for unpaid wages and liquidated damages: County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or its subcontractors under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set for in this Agreement.

23.2.5 Subcontracts: Contractor or its subcontractors shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Agreement.

23.3. Patent Rights: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Contractor’s status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 CFR, Part 401. Contractor agrees to include the above two paragraphs in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.
23.4. **Clean Water Act and Federal Water Pollution Control Act:**

23.4.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

23.4.2 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

23.4.3 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

23.4.4 Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

23.4.5 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

23.4.6 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and shall report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to an appropriate Federal Emergency Management Agency, and an appropriate Environmental Protection Agency Regional Office.

23.4.7 Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

23.5. **Suspension and Debarment.**

23.5.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined
at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

23.5.2 Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

23.5.3 This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

23.5.4 Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


23.7. Procurement of Recovered Materials.

23.7.2 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23.7.3 In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

23.8. Access to Records. The following access to records requirements apply to this contract:

23.8.1 Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

23.8.2 Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

23.8.3 Contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under this Agreement.
23.9 Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23.10. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23.11. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.


24. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:
New Hanover County Property Management
Attn: Kevin Caison
200 Division Drive
Wilmington, NC 28401

To Contractor:

Attention: ____________________________

______________________________

25. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.


IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.
NEW HANOVER COUNTY

_______ County Manager

ATTEST:

________________________
Clerk to the Board

[SEAL]

CONTRACTOR

________________________ (SEAL)
President

ATTEST:

________________________
Secretary

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

________________________
County Finance Officer

Approved as to form:

________________________
County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, ____________________________, a Notary Public of the State and County aforesaid, certify that Kymberleigh G. Crowell acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its ________ County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this ______ day of ______________________, 2019.

________________________
Notary Public

My commission expires:_____________________

Acct#11030900 800100 HU004

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STATE OF ________________

_______________ COUNTY

I, _________________________, a Notary Public of the State and County aforesaid, certify that _________________________ came before me this day and acknowledged that (s)he is President of _________________________, a _________________________, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this _____ day of _________________________, 2019.

____________________________________
Notary Public

My commission expires: _________________________

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding $100,000; must be executed prior to Award)

The undersigned _________________________ certifies, to the best of his or her knowledge and belief, that:

(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601; et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or failure.]

The Contractor, __________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq., apply to this certification and disclosure, if any.

Date __________________________

Signature of Contractor’s Authorized Official __________________________

Name and Title of Contractor’s Authorized Official __________________________

Subscribed and sworn to before me this ___ day of ______, 20___, in the State of ___:

and the County of __________________________

Notary Public __________________________

My Appointment Expires __________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), ________________________, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE ____________________
TITLE _________________________
COMPANY _______________________
DATE __________________________

State of _________________________
County of _________________________

Subscribed and sworn to before me this ___ day of ____________________, 20___

Notary Public _______________________

My Appointment Expires ______________

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Req.#33030 Flo rlc