NEW HANOVER COUNTY
REQUEST FOR BIDS
Renovations to NHC Senior Resource Center
RFB # 19-0465

COUNTY COMMISSIONERS

JONATHAN BARFIELD, JR., CHAIRMAN
JULIA OLSON-BOSEMAN, VICE-CHAIRMAN
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CHRIS COUDRIET, COUNTY MANAGER
Section 1 – Advertisement

NEW HANOVER COUNTY
REQUEST FOR BIDS
Renovations to NHC Senior Resource Center
RFB # 19-0465

Sealed bids addressed to Kevin Caison, Facilities Project Manager, 200 Division Drive, Wilmington, NC 28401 and marked “RFB# 19-0465 RENOVATIONS TO NHC SENIOR RESOURCE CENTER” will be accepted until 3:00 P.M. EST, Thursday, July 18, 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 renovations to the Senior Resource Center located at 2222 South College Rd Wilmington, NC 28403. Renovations will be per the sealed plans and specifications by M.W. Williard Architect PLLC dated 5/17/2019.

A mandatory pre-bid meeting will be held at the project (2222 S. College Rd. Wilmington, NC 28403) at 10:00 am, Tuesday, June 18, 2019. We will gather at the front door entrance.

Pursuant to N.C.G.S. 87-1, bidders must be licensed contractors in the State of North Carolina at the time proposals are submitted.

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: Wednesday, June 5, 2019
Section 2 – Instructions and General Conditions

2.1 – Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, June 5, 2019</td>
<td>RFB issued.</td>
</tr>
<tr>
<td><strong>Tuesday, June 18, 2019 at 10:00 am</strong></td>
<td>Mandatory pre-bid meeting at Airlie Cottage</td>
</tr>
<tr>
<td><strong>Tuesday, June 25, 2019 by 3:00 pm</strong></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><strong>Friday, June 28, 2019 by 3:00 pm</strong></td>
<td>Questions will be answered via written addendum.</td>
</tr>
<tr>
<td><strong>Thursday, July 18, 2019 by 3:00 pm</strong></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 # 19-0465 – RENOVATIONS TO NHC SENIOR RESOURCE CENTER”

2.2.2 The bid shall be submitted by 3:00 PM Thursday, July 18, 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 at the pre-bid meeting is mandatory and will be held Tuesday, June 18, 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 Tuesday, June 25, 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 Thursday, July 18, 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 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 requirements 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
The source of funds for this contract is federal funds; therefore, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324). **Refer to Section 3 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 **three hundred ninety-five (395) days** from the receipt of a Notice to Proceed. 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 and limits of insurance required by the Bidder.
Section 3 – Federal Uniform Guidance 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.


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.

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 with 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 NHC Senior Resource Center must reflect professional work and conduct.

2.0 SCOPE OF SERVICES

Renovations to NHC Senior Resource Center

New Hanover County is soliciting bids for a renovation to NHC Senior Resource Center located at 2222 South College Rd. Wilmington, NC 28403. Specific scope of work for this project are per the sealed specifications and plans by M.W. Williard Architect PLLC 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.
Section 5 – Bid Sheet

Name of Company: ______________________________________________________

NC License Number: __________________________

NEW HANOVER COUNTY
Renovations to NHC Senior Resource Center
Bid Form

RFB # 19-0465

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 # 19-0465 Renovations to NHC Senior Resource Center, sealed specifications and plans by M.W. Willard Architects, draft contract #19-0360, including the following addendum:

ADDENDUM #___________________ DATED: _____________________
ADDENDUM #___________________ DATED: _____________________
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.

UNIT PRICE BID:

Base Bid:

$________________________

Alternate 1: Add WSHP #9, 16 and 17 to DOAS system. See drawing 1/M6.0.

$________________________

Alternate 2: Provide new supply/return water hose kits in lieu of Blue-White flow meters for all WSHP’S. See drawing B/M6.0.

$________________________

Alternate 3: Provide steel beam and stud packs per drawing 1/S2.0.

$________________________

COMPANY NAME:

STREET ADDRESS:

P.O. BOX: ZIP:

CITY & STATE & ZIP:

TELEPHONE NUMBER: TOLL FREE TEL. NO:

PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF COMPANY:

FAX NUMBER:

AUTHORIZED SIGNATURE: DATE: E-MAIL:
Section 6 – Statement of Assurances and Compliance

NEW HANOVER COUNTY

RENOVATIONS TO NHC SENIOR RESOURCE CENTER

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.

________________________________  ____________________________
Name of Company                     Name of Company’s Representative

________________________________  ____________________________
Printed Name of Representative        Signature

________________________________  ____________________________
Street Address of Firm                City, State, Zip Code

________________________________  ____________________________
Office Telephone Number               Cell Phone

________________________________  ____________________________
State of Incorporation                Date
STATE OF 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 _________________________________, hereinafter referred to as "Contractor."

WITNESS:

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

DEFINITIONS

Addenda. Written or graphic instruments issued prior to the opening of bids that clarify, correct, or change the Bidding Requirements or the Contract Documents.

Agreement. The written instrument evidencing the covenant between County and the Contractor performing the Work.

Application for Payment. The form acceptable to County which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bidding Documents. The bidding requirements and the proposed Contract Documents (including all addenda issued prior to receipt of bids).

Bidding Requirements. The advertisement or invitation to bid, instructions to bidders, bid security form, if any, and the bid form with any supplements.

Bonds. Bid performance and payment bonds and other instruments of security.

Change Order. A document requested by Contractor and approved by County authorizing an addition, deletion, or revision in the Work or an adjustment in the contract price or the contract time, issued on or after the effective date of the Contract.

Claim. A demand or assertion by County or Contractor seeking an adjustment of Contract Price or Contract Time, or both, or other relief with respect to the terms of the contract. A demand for money or services by a third party is not a claim.

Contract. The entire and integrated written contract between County and Contractor concerning the Work. The contract supersedes prior negotiations, representations, or agreements, whether written or oral.
**Contract Documents.** The Contract Documents establish the rights and obligations of the parties and include the Contract, addenda (pertaining to the Contract Documents), contractor’s bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Contract, the Notice to Proceed, the bonds, these general terms and conditions, the supplementary terms and conditions (if any), the specifications and the drawings as the same are more specifically identified in the Contract, together with all written amendments, change orders, and field orders written issued on or after the effective date of the Contract. Shop Drawings, Product Data, Samples, and other submittals from Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which Contractor intends to implement any work in conformance with information received from the Contract Documents.

**Contract Price.** The moneys payable by County to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions relating to unit price work, if applicable).

**Contract Time.** The number of calendar days or the dates stated in the Contract to: (i) achieve Substantial Completion; and (ii) complete the work so that it is ready for final payment pursuant to written recommendation of final payment.

**Contractor.** The individual or business entity with whom County has entered into a Contract.

**County.** This term shall be construed to mean, when referencing an individual, the New Hanover County Project Manager, or his designee, the New Hanover County Property Management Director, or the New Hanover County Engineer.

**Drawings.** That part of the Contract Documents prepared or approved by County that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop drawings and other Contractor submittals are not drawings as defined herein.

**Field Order.** A written order issued by County that requires minor changes in the Work by which does not involve a change in the Contract Price or the Contract Time.

**Final Completion.** The date when all the Work outstanding at Substantial Completion (punch list or defects list) has been completed.

**Liens.** Charges, security interests, or encumbrances upon project funds, real property, or personal property.

**Notice to Proceed.** A written notice given by County to Contractor fixing the date on which the Contract Time (including milestones, if applicable) will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
**Project.** The total construction of and the Work to be performed under the Contract Documents.

**Samples.** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

**Schedule of Values.** A listing of elements, systems, items, or other subdivisions of the Work, establishing a value for each, the total of which equals the contract sum. The schedule of values is used for establishing the cash flow of a project.

**Shop Drawings.** All drawings, diagrams, illustrations, schedules, or other data or information that are specifically prepared or assembled by Contractor to illustrate some portion of the Work.

**Site.** Lands or areas indicated in the Contract Documents as being furnished by County upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by County which are designated for the use of Contractor.

**Specifications.** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

**Stoppage.** Any willful suspension of the Work on the Project by Contractor for an uninterrupted period of seven (7) business days for any reason not requested by County and not caused by conditions created by natural phenomena or acts of God.

**Subcontractor.** An individual or entity having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work at the site.

**Substantial Completion.** The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of County, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended and the building(s) have functional electric, plumbing, HVAC, are fully compliant with applicable building codes, are clean, able to accommodate furnishings, and open for business such that County received beneficial occupancy. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to substantial completion thereof.

**Unit Price Work.** Work to be paid for based on unit prices.

**The Work.** The entire completed construction or the various separately identifiable parts thereof required to be provided by the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and
equipment into such construction, all as required by the Contract Documents.

ARTICLE I
GENERAL PROVISIONS

1.1 Performance. Contractor shall furnish all labor, materials and equipment and shall perform all Work as defined herein in the manner and form as provided by the specifications and Contract Documents, which are made a part hereof as if fully contained herein for renovations to New Hanover County Senior Resource Center located at 2222 South College Road, Wilmington, NC.

1.2 No Privity with Others. Nothing contained in this Contract shall create, or be interpreted to create, privity, or any other contractual agreement between County and any person or entity other than Contractor.

1.3 Successors and Assigns. County and Contractor bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party with respect to covenants, agreements, and obligations contained in this Contract. Contractor shall not assign this Contract without written consent of County and any surety to this Contract.

1.4 Continuing Duty. Contractor shall have a continuing duty to read, carefully examine, and compare each of the Contract Documents, the Shop Drawings and the Project Data and shall provide written notice to County of any inconsistency, ambiguity, error, or omission which Contractor may discover with respect to these documents before proceeding with the Work. The issuance or the express or implied approval by County of the Contract Documents, Shop Drawings, Project Data, or Samples shall not relieve Contractor of its continuing duties imposed hereby, nor shall any approval be evidence of Contractor's compliance with this contract. COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING THE ACCURACY OR SUFFICIENCY OF SUCH DOCUMENTS. By the execution of the Contract, Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Work, and that Contractor has not, does not, and will not rely upon any representation or warranties by County concerning such documents as no such representation or warranties have been or are hereby made.

1.5 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control Contractor in determining the scope of the Work to be performed.

1.6 Ownership of Contract Documents. The Contract Documents shall remain the property of County. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no
event shall Contractor use, or permit to be used, any Contract Documents on other projects without County's prior written authorization.

1.7 The Work. Contractor shall perform all of the work required, implied, or reasonably inferable from this Contract.

1.8 Independent Contractor. It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, its agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, pension, or retirement benefits.

ARTICLE II

TIME AND LIQUIDATED DAMAGES

2.1 Contract Time. Contractor shall commence the Work upon receipt of a Notice to Proceed and shall achieve Substantial Completion of the Work no later than Three Hundred Sixty-Five (365) calendar days thereafter.

2.2 Substantial Completion Liquidated Damages. Contractor shall pay County the sum of Five Hundred ($500) Dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by County, estimated at or before the date of executing this Contract. Liquidated damages are used in this Agreement because time is of the essence. Any ensuring loss suffered by County for delay is not readily ascertainable as of the date of contract execution. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. When County reasonably believes that Substantial Completion will be inexcusably delayed, County shall be entitled to withhold from any amounts due Contractor an amount determined by County to be adequate to recover liquidated damages attributable to such delays. If or when Contractor remedies the delay in achieving Substantial Completion, or any part thereof, for which County has withheld payment, County shall promptly release to Contractor all or a portion of those funds withheld as liquidated damages.

2.3 Term of Contract. Contractor shall commence the Work upon Notice to Proceed. Final Completion, including any punch list, shall be achieved within thirty (30) days of Substantial Completion or Three Hundred Ninety-Five (395) calendar days from Notice to Proceed.
ARTICLE III
CONTRACT CHANGES

3.1 Changes Permitted. Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered by Change Order or Field Order without invalidating the Contract.

3.2 Changes in the Work shall be performed under applicable provisions of this Contract, and Contractor shall proceed promptly with such changes.

3.3 Changes in the Contract Price. Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between County and Contractor as evidenced by (1) the change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (2) Contractor's execution of the Change Order.

3.4 Unit Price. If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of work proposed would cause substantial inequity to County or to Contractor, the applicable unit prices shall be equitably adjusted.

3.5 Effect of Executed Change Order. The execution of a Change Order by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in the Work, the Contract Price, and the Contract Time. Contractor, by executing the Change Order, waives and forever releases any claim against County for additional time or compensation for matters relating to, arising out of, or resulting from the Work included within or affected by the executed Change Order.

3.6 Notification of Surety. Contractor shall provide surety bonds whereby the Surety waives notice of any change, including changes of time, to the Contract.

ARTICLE IV
CONTRACT PRICE AND COMPLETION

4.1 The Contract Price. County shall pay, and Contractor shall accept, as full and complete payment for all of the Work required herein, ________________________ ($__________) Dollars. The sum shall constitute the maximum Contract Price, which shall not be modified except by Change Order.

4.2 Schedule of Values. Within ten (10) calendar days of Contract execution, Contractor shall submit to County a Schedule of Values allocating the Contract Price to the various portions of the Work. Contractor's Schedule of Values shall be prepared in a format and supported with data sufficient to allow County to substantiate its accuracy. Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only
as a basis for Contractor's Applications for Payment and must be approved in writing by County.

4.3 **Payment Procedure.** County shall pay the Contract Price to Contractor as provided below.

4.3 **Progress Payments.** Based upon Contractor's Applications for Payment approved by County, County shall make appropriate progress payments to Contractor toward the Contract Price.

4.4 **Retainage.** To ensure proper performance of the Contract, County will retain five percent (5%) of the amount of each approved Pay Application until the Project is 50% complete provided that Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by Contractor and accepted by County. If County determines Contractor's performance is unsatisfactory, County may reinstate retainage in the amount of five percent (5%) for each subsequent periodic Pay Application until Contractor's performance becomes satisfactory. The Project shall be deemed fifty percent (50%) complete when Contractor's gross Project invoices, excluding the value of materials and fixtures stored off-site, equal or exceed fifty percent (50%) of the value of the contract. The value of materials and fixtures stored on-site shall not exceed twenty percent (20%) of Contractor's gross project invoices for determining whether the Project is fifty percent (50%) complete. Upon fifty percent (50%) completion of the Project, County may also withhold additional retainage from any subsequent periodic payments, not to exceed five percent (5%), to allow County to retain two and one half percent (2 ½%) total retainage through the completion of the Project. Within sixty (60) days after the submission of a final pay request, County, with written consent of the Surety, shall release to Contractor all retainage on payments held by County if (1) County receives a certificate of Substantial Completion from Contractor, Engineer, or Designer in charge of the Project; or (2) County may release all retainage, less that sum County reasonably estimates necessary to complete all punch lists, when County the use of the Project that is substantially complete. In all situations, County may retain sufficient funds to secure completion of the Project or corrections on any work. If County retains funds, the amount retained shall not exceed two and one half times (2 ½) the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of Contractor's surety. Retainer provisions contained within Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractor is further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b)(2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson and demolition) and to coordinate the release of retainage for such trades from the retainage held from Contractor by County. Nothing shall prevent County from withholding payment to Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction, or remedied,
disputed work or third-party claims filed against County or reasonable evidence that a third-party claim will be filed. Payment for stored materials and fixtures shall be conditioned upon Contractor's satisfactory proof to County that County has title to such materials and fixtures and shall include proof of required insurance. Such Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Thereafter, County will review the Application for Payment and may review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. County shall determine the amount properly owed to Contractor. County shall make partial payments of the Contract Price to Contractor within thirty (30) days following County’s receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by County less such amounts, if any, otherwise owed by Contractor to County or which County shall have the right to withhold as authorized by this Contract.

4.5 **Warranty of Title.** Contractor warrants that title to all work covered by an Application for Payment will pass to County no later than at the time of the last payment to Contractor. Contractor further warrants that upon submittal of an Application for Payment, all work for which payments have been received from County shall be free and clear of liens, claims, security interests, or other encumbrances in favor of Contractor or any other person or entity.

4.6 **Subcontractor Payments.** Contractor shall promptly pay each subcontractor out of the amount paid to Contractor for such subcontractor’s work, the amount to which such subcontractor is entitled. In the event County becomes informed that Contractor has not paid a subcontractor as herein provided, County shall have the right, but not the duty, to issue future payments to Contractor and or subcontractor as joint payees. Such joint payment procedure shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to create any rights in favor of Contractor or subcontractors or to commit County to repeat such payments in the future.

4.7 **Acceptance Not Implied.** No progress payment, nor any use or occupancy of the Project by County shall be interpreted to constitute a final acceptance of any Work that is not in full compliance with this Contract.

4.8 **Withheld Payment.** County may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect County from loss due to:

a) defective Work not remedied by Contractor nor, in the opinion of County, likely to be remedied by Contractor;
b) claims of third parties against County or County’s property;  
c) failure by Contractor to pay subcontractors;  
d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract price;  
e) evidence that the Work will not be completed in the time required for Substantial or Final Completion;  
f) persistent failure to carry out the Work in accordance with the Contract;  
g) damage to County or a third party to whom County is, or may be, liable.

In the event that County makes written demand upon Contractor for amounts previously paid by County as contemplated in this subparagraph, Contractor shall comply within thirty (30) business days of receipt of written demand.

4.9 Completion and Final Payment. When Contractor certifies that the Work is finally complete, Contractor shall submit to the County a list of items completed or corrected. When the County determines that the Work is finally complete, a Certificate of Final Completion will be prepared establishing the date of Final Completion. If the Work is complete in full accordance with this Contract and this Contract has been fully performed, County may proceed with payment. Any guarantees or warranties, express or implied, required by the Contract or arising under law shall commence on the date of Final Completion of the Work. The Certificate of Final Completion shall be submitted to County and Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

4.10 Final Payment Submittals. Contractor shall not be entitled to final payment unless and until it submits to County its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work have been fully paid, that releases and waivers of lien are executed by subcontractors, and the consent of Surety has been obtained. If any third party fails or refuses to provide a release of claim or waiver of lien as required by County, Contractor shall furnish either a bond or monies satisfactory to County to discharge any such lien or indemnify County from liability.

4.11 Final Payment Due. County shall make final payment of all sums due Contractor within ten (10) business days of County’s execution of a final Certificate for Payment.

4.12 Contractor Waiver. Acceptance of final payment shall constitute a waiver of all claims against County by Contractor except for documented Contractor’s request for final payment.
ARTICLE V
COUNTY RIGHTS AND DUTIES

5.1 Information Provided by County. County shall deliver to Contractor, at the time of executing this Contract, all written and tangible materials in its possession concerning conditions below ground at the Project site. County shall furnish a legal description of the Project site, surveys, legal limitations and utility locations. County does not represent, warrant, or guarantee the accuracy of the information either in whole, or in part, implicitly, or explicitly and shall have no liability for the accuracy of information.

5.2 Excluding permits and fees normally the responsibility of Contractor, County shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

5.3 County shall furnish Contractor, free of charge, four (4) copies of the Contract Documents for execution of the Work. Contractor shall pay County, $50.00 per additional set of Contract Documents.

5.4 Right to Stop Work. If Contractor persistently fails or refuses to perform the Work in accordance with this Contract, County may order Contractor to stop the Work immediately.

5.5 County’s Right to Perform Work. If Contractor’s work is stopped by County, and Contractor fails within seven (7) business days of such stoppage to provide adequate assurance to County that the cause of such stoppage will be eliminated or corrected, then County may, without prejudice to any other rights or remedies County may have against Contractor, proceed to perform the Work. County shall issue an appropriate Change Order deducting from the Contract Price the cost of correcting the deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due County, Contractor shall pay the difference to County within thirty (30) business days.

5.6 County’s Right to Correct Defects. County shall give Contractor reasonably prompt notice of all observable defects. If Contractor fails to perform corrective work within a time determined by County, County may perform such work and charge Contractor for the costs incurred.

5.7 No Waiver of County’s Legal Rights. Upon completion of the Work, County will promptly make final inspection and notify Contractor of final acceptance. However, final acceptance shall not preclude or estop County from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall County be precluded or estopped from recovering overpayments from Contractor,
or its surety, or both. A waiver on the part of County of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

5.8 County May Accept Defective or Nonconforming Work. County may choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate County for its acceptance of defective or nonconforming Work, Contractor shall, upon written demand from County, pay County such remaining compensation for accepting defective or nonconforming Work within thirty (30) business days.

ARTICLE VI
CONTRACTOR DUTIES

6.1 Consistent with Contractor's continuing duty set forth in Article I, Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data, or Samples for such portion of the Work. If Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

6.2 Contractor shall supervise and direct the Work using Contractor's best skill, effort, and attention. Contractor shall be responsible to County for all acts or omissions of Contractor, its employees, subcontractors, and others engaged in the Work on behalf of Contractor.

6.3 Warranty. Contractor warrants to County that all labor furnished to progress the Work under this Contract will be competent to perform the tasks to meet the standards of workmanlike quality prevailing in North Carolina, that materials and equipment furnished will be of good quality, new, free from faults and defects, and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Contractor shall be responsible for all costs, damages and expenses including, but not limited to, penalties, fines and fees that County may incur because of Contractor's failure to perform under this Contract.

6.4 Supervision. Contractor shall employ and maintain competent supervisory personnel at the Project site. Absent written instruction from Contractor to the contrary, Contractor's designated superintendent shall be deemed Contractor's authorized representative at the site and shall be authorized to accept all communications from County.
6.5 **Time of Performance Schedule.** Contractor, within ten (10) days of award of Contract, shall submit to County, Contractor's schedule for completing the Work. Contractor's schedule shall be revised no less frequently than monthly, and updated with each Pay Application, and the Schedule shall be revised to reflect unexpected conditions or occurrences related to the entire Project. Document revisions shall be furnished to County for approval. Failure by Contractor to comply strictly with the provisions of this Paragraph shall constitute a material breach of this Contract.

6.6 Contractor shall continuously maintain at the site, for the benefit of County, one copy of this Contract marked to record on a current basis changes, selections, and modifications made during construction. Additionally, Contractor shall maintain at the site the approved Shop Drawings, Product Data, Samples, and other similar required submittals. Upon Final Completion of the Work, all record documents shall be delivered to County.

6.7 Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data, or Samples unless and until County shall have approved the documents. Approval by County, however, shall not be evidence that the Work installed pursuant thereto conforms to the requirements of this Contract.

6.8 **Cleaning the Site and the Project.** Contractor shall keep the site clean during performance of the Work. Upon Final Completion of the Work, Contractor shall clean the site and the Project and remove all waste, together with all of Contractor's property.

6.9 **Access to Work.** County shall have access to the Work at all times from commencement of the Work through Final Completion. Contractor shall provide access to County when requested.

6.10 **Permits and Licenses.** Contractor shall procure all applicable permits and licenses, including permits and licenses required pursuant to applicable patent and copyright laws, shall pay all charges and fees, and shall give all notices necessary and incidental to the due and lawful prosecution to the work. There will be no charge for County building permits.

6.11 **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its officers, officials, agents and employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts they may be liable, regardless of whether or not such
liability, claim, damage, loss or expense is caused in part by County, its officers, officials, agents and employees.

**ARTICLE VII**

**INSURANCE**

7.1 **Commercial General Liability.** Contractor shall maintain Commercial General Liability (CGL) with a total limit of not less than $2,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project or the general aggregate shall be twice the required limit. 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.

County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage with respect 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 commercial umbrella, if required by County. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees. The status of County as an additional insured under a CGL obtained in compliance with this Contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from the Project site. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured’s work. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability (CUL) insurance, both applicable to liability arising out of Contractor’s completed operations, with a limit of not less than $2,000,000 each occurrence for at least three (3) years following substantial completion of the Work. Contractor’s CGL insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute toward Contractor’s insurance.

7.2 **The Workers’ Compensation and Employer’s Liability.** Contractor shall maintain Workers’ Compensation as required by the State of North Carolina and Employer’s Liability Insurance. 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. The Insurer shall agree to waive all rights of subrogation against County, its officers,
officials, agents, and employees for losses arising from the Work performed by Contractor for County.

7.3 **Business Auto Liability.** Contractor shall maintain Business Auto Liability and, if necessary, CUL insurance with a limit of not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. 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. Contractor's Business Auto Liability insurance shall be primary as to County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.4 **Builders Risk Insurance.** Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. Builders Risk insurance shall name as insureds County, Contractor, and all subcontractors and sub-subcontractors. Builders Risk insurance shall cover the entire work at the site identified in this Contract including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. Builders Risk Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse including collapse resulting from design error.

Builders Risk Insurance shall include coverage for flood. If property is damaged by the failure of Contractor to maintain Builders Risk or Equipment Breakdown, then Contractor shall bear all reasonable costs properly attributable to that failure.

Partial occupancy or use of the Work upon substantial completion shall not commence until the insurance company or companies providing Builders Risk insurance have consented to such partial occupancy or use. County and Contractor shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse, or reduction of insurance.
7.5 **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.

7.6 **Deductibles and Self-Insured Retentions.** Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

7.7 **Miscellaneous Insurance Provisions:** 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. 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 New Hanover Risk Management, 230 Government Center Drive, Ste. 125, Wilmington, North Carolina, 28403.

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.

7.8 **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 specific approval has been granted by County.

7.9 **Evidence of Insurance.** 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,
and thereafter upon renewal or replacement of each certified coverage until all the Work under this contract are deemed complete. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract. Insurance maintained after final payment 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 two-year period for which such insurance must be maintained.

7.10 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. CCL coverage shall include Independent Contractors’ coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.11 Conditions. County may, at its discretion and with the approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements. Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County. Contractor shall promptly notify the 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. County reserves the right to obtain complete, certified copies of all required insurance policies. 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. 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. 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. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage. 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.

ARTICLE VIII
CLAIMS

8.1 Claims by Contractor. All Contractor claims shall be initiated by written notice and claim to County. Such written notice and claim must be furnished
within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.2 **Contractor's Duty to Continue Work.** Pending final resolution of any claim of Contractor, Contractor shall diligently proceed with performance of this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by County and Contractor.

8.3 **Claims for Concealed and Unknown Conditions.** Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in the Work of the character provided for in this Contract be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) calendar days after the first observance of the condition. As a condition precedent to County having any liability to Contractor for concealed or unknown conditions, Contractor must give County written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by Contractor to make the written notice and claim as provided in this subparagraph shall constitute a waiver by Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.4 **Claims for Additional Costs.** If Contractor wishes to make a claim for an increase in the Contract Sum, it shall give County written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. Such notice shall be given by Contractor before proceeding to execute any additional or changed work. The failure by Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation. No such claim shall be valid unless so made.

8.4.1 In connection with any claim by Contractor against County for compensation in excess of the Contract Price, any liability of County for Contractor's costs shall be strictly limited to direct costs incurred by Contractor and shall in no event include Contractor's indirect costs or consequential damages. County shall not be liable to Contractor for claims of third parties, including subcontractors, unless and until liability of Contractor has been determined in a court of competent jurisdiction.

8.5 **Claims for Additional Time.** If Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by County or someone acting in County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of
Contractor to County, for such reasonable time as County may determine by written change order. Any notice and claim for an extension of time by Contractor shall be made not more than seven (7) calendar days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail Contractor’s basis for requiring additional time in which to complete the Project. In the event the delay to Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If Contractor fails to make such claim as required in this Subparagraph, any claim for extension of time shall be waived.

8.5.1 If Contractor is delayed in the progress of the Work for any reason, including any act or neglect of County, any of its officers, officials, employers or agents, or any separate contractor employed by County, an extension of time shall be Contractor’s exclusive remedy and Contractor waives any right it may otherwise have to damages because of delays or disruptions of any nature whatsoever to all or any part of the Work including, that this provision in itself shall not preclude Contractor from recovering damages for delays solely by acts of County or its officers, officials, agents, or employees.

8.6 Conflict of Interest. No party to this Contract shall acquire or possess any interest, either direct or indirect, in any aspect of the subject property to be constructed or renovated hereunder.

ARTICLE IX
SUBCONTRACTORS

9.1 Subcontractors. A Subcontractor is an entity that has a direct contract with Contractor to perform a portion of the Work.

9.2 Award of Subcontracts. Upon execution of the Contract, Contractor shall furnish County, in writing, the names of persons or entities proposed by Contractor to act as a subcontractor on the Project. County shall within ten (10) calendar days reply to Contractor, in writing, stating any objections County may have to such proposed subcontractor. Contractor shall not enter into a subcontract with a proposed subcontractor to whom County has made timely objection. Contractor shall not be required to subcontract with any party to whom Contractor has objection.

9.2.1 All subcontracts shall afford Contractor rights against the subcontractor, which correspond to those rights afforded to County against Contractor herein, including those rights afforded to County hereunder by the Subparagraphs captioned “Termination by County”.

ARTICLE X
TERMINATION

10.1 Termination by Contractor. If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an
act of the Government, through no fault of Contractor or any person or entity working directly or indirectly for Contractor, Contractor may, upon ten (10) calendar days' written notice to County terminate performance under this Contract and recover from County payment for the actual reasonable expenditures of Contractor for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

10.1.1 If County shall persistently or repeatedly fail to perform any material obligation to Contractor for a period of fifteen (15) calendar days after receiving written notice from Contractor of its intent to terminate, Contractor may terminate performance under this Contract by written notice to County. In such event, Contractor shall be entitled to recover from County as though County had terminated Contractor's performance.

10.2 Termination by County for Convenience. County may for any reason whatsoever terminate performance under this Contract by Contractor for convenience. County shall give written notice of such termination to Contractor specifying when termination becomes effective.

10.2.1 Contractor shall incur no further obligations in connection with the Work and Contractor shall stop Work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. County may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to County or its designee.

10.2.2 Contractor shall transfer title and deliver to County such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights Contractor controls or possesses.

10.2.3 (a) Contractor shall submit a termination claim to County specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by County. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, County shall pay Contractor, an amount derived in accordance with subparagraph [c] below.

(b) County and Contractor may agree to the compensation, if any, due to Contractor.

(c) Absent agreement to the amount due to Contractor, County shall pay Contractor the following amounts:

(i) Contract prices for labor, materials, equipment, and other services accepted under this Contract.

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided
however, that if it appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant hereto.

10.3 Termination by County for Cause. If Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely and/or competent manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then County may by written notice to Contractor, without prejudice to any other right or remedy, terminate the employment of Contractor and take possession of the site and of all materials owned by County and may finish the Work by whatever methods it may deem expedient. Contractor shall not be entitled to receive any further payment until the Work is finished.

10.3.1 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for County's additional services and expenses made necessary thereby, such excess shall be paid to Contractor. If such cost exceeds the unpaid balance, Contractor shall pay the difference to County. This obligation for payment shall survive the termination of the Contract.

10.3.2 In the event County terminates the employment of Contractor for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience.

ARTICLE XI
COMPLIANCE WITH LAWS

11.1 Laws to Be Observed. Contractor shall observe and comply with all Federal and State laws, including Department of Labor Health and Safety Regulations, and all local laws, ordinances and regulations, which in any way affect the Work. Contractor shall have the duty to maintain safety on the job site. OSHA or other Federal, State or Local laws, rules or regulations pertaining to safety shall be the sole responsibility of Contractor. Contractor shall indemnify and hold County harmless for any safety violations assessed against County.

11.2 Underground Damage Prevention. Contractor shall comply with N.C.G.S. Chapter 87, Article 8 and shall be responsible for costs of repair to all utilities damaged during construction.
11.3 **Taxes.** Contractor shall pay all applicable Federal, State, and Local taxes, including sales taxes on all equipment and materials used on the Project. County is qualified to receive all sales taxes paid on the project as a rebate. Contractor shall submit a statement showing the invoice and sales taxes paid to any governmental entity of all materials and equipment used at the Project. A tax statement shall be submitted with each Pay Application and shall be accompanied by an affidavit verifying validation.

11.4 **Contractor Non-Discrimination.** Contractor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the activities that are the subject of this Contract, because of race, creed, color, sex, age, disability, or national origin.

11.5 **Goal for Participation by Minority Businesses.** It is the policy of County that minority businesses shall have the maximum opportunity to participate in the performance of contracts financed with public money including contracts awarded pursuant to the requirements of N.C.G.S Chapter 143, Article 8. County has adopted a ten percent (10%) verifiable goal for participation by minority businesses in the total value of work required by the terms and conditions of this Contract. Contractor covenants and agrees to comply with County policy the provisions of N.C.G.S. Chapter 143, Article 8, and shall follow County guidelines specifying the actions Contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in this Contract.

11.6 **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.

11.7 **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).

**ARTICLE XII**

**INTERPRETATION**

12.1 **Intent and Interpretation.** The intent of this Contract is to require complete, correct, and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, as necessary to produce the intended result shall be provided by Contractor for the contract price.

12.2 **Law Applied.** All of the terms and conditions contained in the Contract Documents shall be interpreted in accordance with the laws of the State of North Carolina.
12.3 **Entire Agreement.** This Contract and Contract Documents constitute the entire understanding of the parties. The Contract Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, Instructions to Bidders, General Conditions, Specifications, and Drawings.

12.4 **Interpretation and Construction.** When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

12.4.1 The words "include," "includes," or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

12.4.2 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

12.4.3 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

12.5 **Dispute Resolution.** County hereby adopts those dispute resolutions procedures promulgated by the State Building Commission, as amended from time to time by the Commission or County. Said procedures shall be available to address any issues arising out of the contract or construction process wherein the matter in controversy exceeds Fifteen Thousand ($15,000.00) Dollars. Should Contractor herein utilize such dispute resolution procedures it must pay half of all costs incurred by County in conducting the dispute resolution.

12.6 **Arbitration.** Arbitration of claims, disputes, and questions arising under this Contract may only be used when both parties agree to arbitrate. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In no event shall fewer than three (3) arbitrators be used; County and Contractor shall each select one (1) arbitrator and the two (2) arbitrators shall select the third. The award rendered by the arbitrators shall be final, specifically enforceable, and recordable as a judgment in any court having jurisdiction.

12.7 **County Non-Discrimination.** County covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with County’s performance under this Contract on the grounds of race, religion, color, national origin, sex or handicap.
12.8 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:**

12.9 Contract Under Seal. The parties hereto expressly agree to create a contract under seal.

IN WITNESS WHEREOF, the parties have affixed their hands and seals and caused the execution of this instrument, by authority duly given and on the day and year first above written.

CONTRACTOR

[CORPORATE SEAL]

______________________________  
President

ATTEST:

______________________________  
Secretary

STATE OF ________________  
COUNTY OF ________________

I, ________________________, a Notary Public of the State and County aforesaid, certify that ________________________, personally came before me this day and acknowledged that (s)he is Secretary of ________________________, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its official seal and attested by herself as its Secretary.

WITNESS my hand and official seal, this ____ day of ______________, 2019.

____________________________________
Notary Public

My commission expires: ________________

[ REST OF PAGE INTENTIONALLY BLANK. NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A ]
ALTERNATE 2: Add Appendix 16 and 17 to Code System, see drawing 16.2.

SECTION 3: Fire Protection Requirements

LIFE SAFETY PLAN REQUIREMENTS

1. Building Life Safety Plan

2. Risk Assessment for building to determine fire protection requirements.

3. Building fire protection plan to reduce risk.

4. Building fire protection plan may include evacuation procedures, fire suppression systems, and fire alarm systems.

5. Building fire protection plan must be reviewed and approved by the Authority Having Jurisdiction.

6. Building fire protection plan must be updated annually or after any change in building use or occupancy.

7. Building fire protection plan must be available to all employees and visitors.

8. Building fire protection plan must be posted in a conspicuous location.

9. Building fire protection plan must be provided to the Authority Having Jurisdiction upon request.

10. Building fire protection plan must be reviewed and updated by the owner.

11. Building fire protection plan must be reviewed and updated by the owner.

12. Building fire protection plan must be reviewed and updated by the owner.

PLUMBING SYSTEMS REQUIREMENTS

1. Building Plumbing System

2. Building Plumbing System must comply with all applicable codes and standards.

3. Building Plumbing System must be designed and constructed to meet the requirements of the building code.

4. Building Plumbing System must be installed in accordance with the building code.

5. Building Plumbing System must be tested and certified by a licensed plumber.

6. Building Plumbing System must be maintained in accordance with the building code.

7. Building Plumbing System must be inspected by a licensed inspector.

8. Building Plumbing System must be maintained by a licensed plumber.

9. Building Plumbing System must be allowed to be maintained by the owner.

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ALTERNATE 2

1. Building Life Safety Plan

2. Risk Assessment for building to determine fire protection requirements.

3. Building fire protection plan to reduce risk.

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ALTERNATE 3

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2. Risk Assessment for building to determine fire protection requirements.

3. Building fire protection plan to reduce risk.

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11. Building Plumbing System must be allowed to be maintained by the owner.

12. Building Plumbing System must be allowed to be maintained by the owner.
REMOVE PORTION OF EXISTING PARTITION WALL FOR NEW DOOR AND FRAME.
EXISTING GYPSUM WALLBOARD AS REQUIRED.
REMOVE VCT FLOORING, CLEAN AND PREPARE CONCRETE SLAB FOR NEW FLOORING.
REMOVE WOOD FRAMED PARTITION WALL.

GENERAL NOTES:
1. 1 COAT PRIME EXISTING GYPSUM WALLBOARD.
2. SAND EXISTING GYPSUM WALLBOARD.
3. 1 COAT PRIME EXISTING GYPSUM WALLBOARD.
4. 2 COAT FINISH PAINT.
1. **General**: Comply with MFMA grading rules for species, grade, and cut.

2. **Preparation**:
   - Use trowelable leveling and patching compounds, according to manufacturer’s written instructions, to fill cracks, holes, and other surface defects. After cleaning, examine substrates for areas that are not accessible and add accessibility ramps as required.

3. **Installation**:
   - Shim and level sleepers and install anchors at spacing recommended by manufacturer, but not less than those recommended by MFMA for application indicated.

4. **Finishes**:
   - Provide flooring finish details per manufacturer’s instructions and MFMA recommendations. Install Vapor Retarder at the floor/ceiling interface and at all walls. Install Resilient Pads at manufacturer’s standard spacing for product designation indicated.

5. **Maintenance**:
   - Provide maintenance data and installation instructions as required by manufacturer. Provide maintenance data and installation instructions as required by MFMA for installation of flooring indicated.

### Sheet Notes - Wood Athletic Floorings

**A. Maple Flooring**: Comply with MFMA grading rules for species, grade, and cut.

**B. Resilient Wall Base**: Molded, vented, rubber or vinyl cove base; may be used where concrete, masonry, or metal is installed. Used on all walls as specified in this drawing.

**C. Resilient Pads**: With air voids for resiliency and installed at manufacturer’s standard spacing for product designation indicated. Used in conjunction with wooden towers and concrete floors.

**D. Fasteners**: Type and size recommended by manufacturer, but not less than those recommended by MFMA for application indicated. Used to secure resilient base, cove, and resilient pads to subfloor.

**E. Maintenance data**: Provided by manufacturer. See manufacturer’s instructions for installation and maintenance of flooring.

### Toilet Accessory Schedule

1. **Toilet Accessory Schedule**

<table>
<thead>
<tr>
<th>Accessory</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toilet Tissue Dispenser</td>
<td>Washroom</td>
</tr>
<tr>
<td>Sanitary Napkin Dispenser</td>
<td>Washroom</td>
</tr>
<tr>
<td>Grab Bar - 18&quot;</td>
<td>Washroom</td>
</tr>
<tr>
<td>Grab Bar - 42&quot;</td>
<td>Washroom</td>
</tr>
<tr>
<td>Plate Mirror W/ SS Standoff</td>
<td>Washroom</td>
</tr>
<tr>
<td>Stainless Steel Pullout in Walls</td>
<td>Washroom</td>
</tr>
</tbody>
</table>

**Note**: Toilet accessories in walls where gypsum wallboard is removed.

**Phase 1 Reflected Ceiling Plan and Details**

**Notations**
- **Phase 1 Enlarged Renovation Plan**
- **Phase 1 Reflected Ceiling Plan**
- **Wood Floor Detail**
- **Wood Floor Threshold Detail**
- **Reflections Ceiling Plan Key**

**Scale**: Varies

**Sheet No.**: A1.1

Project Title: Phase 1 Reflected Ceiling Plan and Details

**Tools**: Adobe Illustrator

**Design Firm**: M.W. Williard

**Client**: New Hanover County

**Address**: 2202 South College Rd,
Wilmington, NC 28403

**Date**: 04/19/15

**Drawing Title**: Seatbelt - Wood Athletic Floors

**Notes**:
- Use MFMA grading rules for species, grade, cut, and cut.
- Use trowelable leveling and patching compounds, according to manufacturer’s written instructions, to fill cracks, holes, and other surface defects.
- Shim and level sleepers and install anchors at spacing recommended by manufacturer, but not less than those recommended by MFMA for application indicated.
- Provide flooring finish details per manufacturer’s instructions and MFMA recommendations. Install Vapor Retarder at the floor/ceiling interface and at all walls.
- Install Resilient Pads at manufacturer’s standard spacing for product designation indicated.
- Provide maintenance data and installation instructions as required by manufacturer. Provide maintenance data and installation instructions as required by MFMA for installation of flooring indicated.
NOTE: BEFORE FOOTING INSTALLATION, LOCATE EXISTING UTILITIES AND CONFIRM INSTALLATION LOCATION WITH ARCHITECT.

DOOR SCHEDULE

PHASE 2 DEMOLITION FLOOR PLAN

PHASE 2 RENOVATION FLOOR PLAN

FINISH SCHEDULE

ROOM FINISH SCHEDULE ABBREVIATIONS

PROJECT

REMOVE CARPET AND RUBBER TILES.

REMOVE SIDES, DOORS AND TRIM.

REMOVE RECESSED LIGHTS.

REMOVE CEILING TILES.

REMOVE all fixtures and light fixtures.

REPLACE PLYWOOD WALL PANELS.

REPLACE ALL EXISTING CEILING TILES.

REPLACE ALL EXISTING LIGHT FIXTURES.

REPLACE ALL EXISTING FIXTURES.

REPLACE ALL EXISTING PLUMBING FIXTURES.

REPLACE ALL EXISTING ELECTRICAL FIXTURES.

REPLACE ALL EXISTING PANELS.

REPLACE ALL EXISTING CEILING.

REPLACE ALL EXISTING WALLS.

REPLACE ALL EXISTING MOLDING.

REPLACE ALL EXISTING DOORS.

REPLACE ALL EXISTING TRIM.

REPLACE ALL EXISTING LIGHTING.

REPLACE ALL EXISTING FIXTURES.

REPLACE ALL EXISTING PLUMBING.

REPLACE ALL EXISTING ELECTRICAL.

REPLACE ALL EXISTING PANELS.

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REPLACE ALL EXISTING WALLS.
TOILET ACCESSORY SCHEDULE

1. Mounting heights are to the operating mechanisms where applicable.
2. Provide wood blocking for toilet partitions, grab bars, mirrors, and any other applicable wall accessories in walls where gypsum wallboard is installed.

NOTE:

- Soap Dispenser
- Paper Towel Dispenser
- Sanitary Napkin Disposal
- Grab Bar - 18"
- Grab Bar - 36"
- Grab Bar - 42"

OWNER PROVIDED, G.C. INSTALLED.

LVT FLOORING

FP/2.0 STANDARD V-0 FLAMMABILITY GRADE

NEW HANOVER COUNTY
SENIOR RESOURCE CENTER
2222 South College Rd.
Wilmington, NC 28403

Design Firm
mwwilliard@icloud.com
(910) 297-3665

Sheet Title
Phase 2 Reflected Ceiling Plan and Details

Sheet No.
A2.1

Scale
1/4" = 1'-0"

Sheet Title
Phase 2 Enlarged Renovation Plan

Scale: Varies

5/8" GYPSUM WALLBOARD

EXISTING METAL STUDS AND
SEALANT

7'-2" LATERAL SUPPORT CHANNEL

3'-8" TRUSS SUPPORT ASSEMBLY

1' = 1'-0"

ROWLOCK BELOW

3 1/2" 15# FELT ON 1/2" SHEATHING

EXISTING BRICK VENEER

3 1/2" FIBERCEMENT PANEL SIDING

2" GLASS

1" INSULATED

ALUMINUM STOREFRONT DOOR FRAME

V-0 FLAMMABILITY GRADE

ALUMINUM STOREFRONT WINDOW SYSTEM

EXISTING BRICK VENEER

RETURN/EXHAUST SUPPLY

SURFACE MOUNTED LED LIGHT

WALL MOUNTED LED VANITY LIGHT

NEW LAY-IN GRID LED

EXISTING CAN LIGHT

EXISTING LAY-IN GRID LED

PENDANT MOUNTED BILLIARD LIGHT

NEW HANOVER COUNTY
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Sheet Title
Phase 2 Enlarged Renovation Plan

Sheet No.
A2.1

Scale
1/4" = 1'-0"

Sheet Title
FOLDING PARTITION PLAN SECTION

Scale: Varies

ENLARGED PLAN DETAIL

ALUM. STOREFRONT DOOR FRAME
**SECTION 1000 - CONTRACT INFORMATION**

**SECTION 102226 - OPERABLE PARTITION (PHASE 2)**

**PART 1 - GENERAL**

A. **Scope**: This specification covers the design, fabrication, and installation of aluminum partition systems for the Phase 2 Restroom Elevation of the Existing Brick Building.

B. **Materials**: All materials shall conform to the requirements specified in the following sections.

C. **Standard Details**: Standard details are included in the drawings. All dimensions and tolerances shall be as indicated.

**PART 2 - PRODUCTS**

A. **Operable Panel Partition Systems**: Systems shall conform to the criteria outlined in the standard details.

B. **Acoustical Panels**: Panels shall be designed to fulfill the sound reduction requirements specified in the drawings.

C. **Framing Systems**: Framing shall be designed to support the loads and meet the aesthetic requirements of the project.

**PART 3 - INSTALLATION AND EXECUTION**

A. **Installation**: Installation shall be performed by a qualified contractor with experience in the installation of similar systems.

B. **Quality Control**: Quality control measures shall be implemented to ensure the consistency and quality of the finished product.

C. **Warranty**: A warranty shall be provided for the system, covering materials and labor for a specified period.

---

**KITCHEN/ODD KITCHEN SECTION**

**PHASE 3 RESTROOM ELEVATION**

**SECTION 102226 - OPERABLE PARTITION (PHASE 2)**

**PART 1 - DESIGN**

A. **Scope**: This section covers the design of operable partition systems for the Phase 3 Restroom Elevation of the Existing Brick Building.

B. **Materials**: Materials shall be selected based on their durability, aesthetics, and ability to meet the acoustic requirements.

C. **Standard Details**: Standard details for operable partitions are included in the drawings. All dimensions and tolerances shall be as indicated.

**PART 2 - PRODUCTS**

A. **Operable Panel Partition Systems**: Systems shall be designed to meet the specific requirements of the project.

B. **Acoustical Panels**: Panels shall be designed to fulfill the sound reduction requirements specified.

C. **Framing Systems**: Framing shall be designed to support the loads and meet the aesthetic requirements.

**PART 3 - INSTALLATION AND EXECUTION**

A. **Installation**: Installation shall be performed by a qualified contractor with experience in the installation of similar systems.

B. **Quality Control**: Quality control measures shall be implemented to ensure the consistency and quality of the finished product.

C. **Warranty**: A warranty shall be provided for the system, covering materials and labor for a specified period.
NEW FLOORING. REMOVE VCT FLOORING, CLEAN AND PREPARE CONCRETE SLAB FOR AND CEILING MOUNTED DEVICES FOR REMOVAL OF GRID. RE-INSTALL IN

NEW DOOR AND FRAME. REMOVE TOILET PARTITIONS. REMOVE URINAL. REMOVE COUNTER AND SINK. REMOVE WOOD DOOR AND HOLLOW METAL FRAME.

NEW WINDOW. EXTEND TOP OF WALL 6" ABOVE NEW CEILING. INFILL OPENING WITH 2X4 WOOD FRAMING @ 16" O.C. AND 5/8" GYPSUM WALLBOARD REQUIRED. APPLY ONE COAT PRIMER AND TWO COATS OF PAINT.

RENOVATION NOTES:
1. REMOVE PART AND SOME EXISTING GYPSUM WALLBOARD AND PRIME. REQUIRED. 4" ONE COAT PRIMER AND TWO COATS OF PAINT.
2. REMOVE PART AND SOME EXISTING GYPSUM WALLBOARD. APPLY ONE COAT PRIMER AND TWO COATS OF PAINT. SAND, PRIME, AND 2 COAT PAINT THE EXISTING WOOD DOOR.
3. REMOVE WALLPAPER. CLEAN AND PREPARE EXISTING GYPSUM WALLBOARD EACH SIDE, UNLESS NOTED OTHERWISE.
4. ADD WALLPAPER AND REPAIR EXISTING GYPSUM WALLBOARD AS REQUIRED. REMOVE CARPET AND WOOD TRIM FROM WALL. REMOVE GLUE, PATCH

GENERAL NOTES:
1. REMOVE ANY MOUNTED DEVICES FOR REMOVAL OF GRID. RE-INSTALL IN
2. CLEAN AND PREPARE CONCRETE SLAB FOR NEW FLOORING.

REMARKS
1. LVT 2
2. LVT 1,2,3
3. EPOXY FLOOR AND BASE
4. 4" RUBBER BASE
5. VENTILATED RUBBER BASE
6. OAK FLOORING ON FLOATING SYSTEM
7. EXISTING GYPSUM WALLBOARD
8. 5/8" GYPSUM WALLBOARD
9. METAL EDGE
10. TILE BACKER BOARD
11. C.T. TILE ON 1/2"
12. SS STANDOFFS
13. PLATE MIRROR W/
DEMO PLAN:
- Remove window, casework, and paneling.
- Install new flooring.
- Sand, prime, and paint the existing wood door.
- Install vision lite kit.

FLOOR PLAN:
- Hallway
- Offices
- Storage
- Restrooms
- Corridor

GENERAL NOTES:
- Sand, prime, and 2 coat paint the existing wood door.
- Install vision lite kit.

MWWilliard@icloud.com
SECTION 074600 - SIDING

PART 1 - GENERAL

1.1. Title:  Senior Resource Center.

1.2. Project No.:  074600.

1.3. Project Location:  New Hanover County, Wilmington, NC.

1.4. Project Date:  Phase 5.

1.5. R.O.P.:  Exterior Details.


1.7. Contractor:  M. W. Williard, Architect, PLLC.

1.8. Date:  [Insert date].

1.9. Reviewed:  [Insert name].

1.10. Drawn:  [Insert name].

1.11. Scale:  1" = 1'-0".

1.12. CAD File Name:  [Insert file name].

1.13. Sheet Title:  Phase 5 Exterior Details.

1.14. Project Title:  Senior Resource Center.

1.15. Sheet No.:  A5.2.

2.0. R.O.P.:  Exterior Details.

3.0. DESCRIPTION

3.1. EXAMINATION

3.1.1. Siding:  Examine substrates for compliance with installation tolerances and other conditions affecting performance of siding and related accessories.  Ensure that substrates are compatible with siding and related accessories.  Provide tested and proven materials that meet or exceed the performance requirements of the owner's project requirements.

3.1.2. Siding Accessories:  Provide tested and proven materials that meet or exceed the performance requirements of the owner's project requirements.

3.1.3. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

3.1.4. Fasteners:  Provide fasteners in colors to match item being fastened.

3.1.5. Colors:  As selected by Architect from manufacturer's full range of industry colors.

3.2. INSTALLATION

3.2.1. General:  Comply with siding manufacturer's written installation instructions applicable to products and applications indicated by siding manufacturer for building configuration.

3.2.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

3.2.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

3.2.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

3.2.5. Fasteners:  Provide fasteners in color to match item being fastened.

3.2.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.

3.3. ADJUSTING AND CLEANING

3.3.1. General:  To adjust and clean siding and related accessories, follow manufacturer's written instructions applicable to products and applications installed.

3.3.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

3.3.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

3.3.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

3.3.5. Fasteners:  Provide fasteners in color to match item being fastened.

3.3.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.

3.4. WARRANTY

3.4.1. General:  Comply with warranty requirements of the owner's project requirements.

3.4.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

3.4.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

3.4.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

3.4.5. Fasteners:  Provide fasteners in color to match item being fastened.

3.4.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.

4.0. ADDITIONAL REQUIREMENTS

4.1. General:  Comply with additional requirements for installation and maintenance of siding and related accessories.  Additional requirements are as outlined in the following:

4.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

4.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

4.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

4.5. Fasteners:  Provide fasteners in color to match item being fastened.

4.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.

5.0. EXTRA MATERIALS

5.1. General:  Furnish extra materials that match products installed and that are packaged with protective covering for storage and identification.

5.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

5.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

5.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

5.5. Fasteners:  Provide fasteners in color to match item being fastened.

5.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.

6.0. SAMPLES


6.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

6.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

6.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

6.5. Fasteners:  Provide fasteners in color to match item being fastened.

6.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.

7.0. PRODUCT DATA

7.1. General:  For each type of product indicated.

7.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

7.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

7.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

7.5. Fasteners:  Provide fasteners in color to match item being fastened.

7.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.

8.0. SUBMITTALS

8.1. General:  Submit samples, product data, and other required documents.

8.2. Basis-of-Design Product:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Basis-of-Design Product is as outlined in the following:

8.3. Siding:  Subject to compliance with requirements, provide Ply Gem Mastic Home Exteriors Board and Batten Designer.  Minimum profile depth is 7/8 inch.

8.4. Flashing:  Provide aluminum flashing with High-performance organic finish, same color as siding.

8.5. Fasteners:  Provide fasteners in color to match item being fastened.

8.6. Colors:  As selected by Architect from manufacturer's full range of industry colors.
A.  Setting Hollow Metal Frames:

1.  Adjust moving parts for smooth operation. Shim as necessary for proper clearances.

2.  Set welded frames in position prior to beginning partition work. Remove temporary spreaders and brace frames at bottom.

3.  Frames:
   b.  Face sheet finish: Exterior; A-60 galvanized, primed.

A.  Steel requirements; All doors and frames to be manufactured of commercial quality, stretcher leveled flatness, cold rolled.

B.  Hollow Metal Doors:

1.  General:
   a.  Butt hinges required per door leaf: 3 hinges
   b.  Cylinder cover shall match the finish of the device into which it is installed.

2.  Door No. 172, 173C; each to have the following:
   a.  Cylinder2000-031626CR
   b.  Dome Stop (173C)442 US32DRO
   c.  Wall Bumper402 US26DRO
   d.  Balance of hardware by aluminum door and frame manufacturer.

C.  Finish: US32D (630) Satin Stainless Steel

D.  Manufacturers: Provide one of the following:
   a.  Sargent "8200" series, "LNJ" design [SA]
   b.  Interior:  US26D (652) Dull Chrome
   c.  Exterior and Bathrooms:  US32D (630) Dull Stainless Steel

PART 1 - GENERAL

1.  SUMMARY

2.  PROJECT IDENTIFICATION
   a.  Project Name: Senior Life Senior Living
   b.  Project Location: Senior Life Senior Living
   c.  Project Contact: Senior Life Senior Living

3.  WORK DESCRIPTION

4.  LINES OF COMMUNICATION

5.  SCHEDULE

6.  JOB SAFETY

7.  DRAWINGS

8.  SPECIFICATIONS

9.  PERFORMANCE REQUIREMENTS

10.  ENGINEERING DATA

11.  CONTRACT documents

12.  TECHNICAL SPECIFICATIONS

13.  SUBMITTALS

14.  CLOSING REQUIREMENTS

15.  INDEX

16.  FORMS

17.  DRAWING INDEX

18.  SUBMITTAL INDEX

19.  COMPLIANCE CERTIFICATES

20.  JOB SAFETY

21.  ACCESS HAZARDS

22.  QUALITY ASSURANCE

23.  FIELD INSPECTION

24.  QUALITY CONTROL

25.  COMPLIANCE CERTIFICATES

26.  RETAIL AND OFFICE SPACE DESCRIPTION

27.  ARCHITECTURAL ELEVATIONS

28.  STRUCTURAL ELEVATIONS

29.  MECHANICAL ELEVATIONS

30.  ELECTRICAL ELEVATIONS

31.  CONTRACTOR'S PRE-PRO"
PART 1 - GENERAL

1. Scope

This specification applies to the installation of Lysol Comfort Mastic, a Low VOC, low formaldehyde content mastic for installation between exterior wood members and masonry, and as a bearing compartment mastic for installation between exterior masonry members and masonry, in accordance with the conditions outlined in the Project specifications.

2. Conditions

2.1 The mastic shall be suitable for installation in areas subject to the following conditions:

- High humidity
- Low temperature
- High temperature
- Moisture exposure
- Chemical exposure
- Mechanical stress
- Atmospheric exposure

2.2 The mastic shall be applied in accordance with the manufacturer's written instructions and as indicated in the Project specifications.

3. Work Included

3.1 The work includes the installation of Lysol Comfort Mastic as specified.

3.2 The work also includes the following:

- Preparation of installation surface
- Application of mastic
- Installation of exterior wood members and masonry
- Installation of exterior masonry members and masonry

3.3 The work does not include:

- Design of installation details
- Preparation of installation drawings
- Protection of finished surfaces

4. Materials

4.1 The mastic shall be of a type and quality approved by the architect.

5. General Requirements

5.1 The mastic shall be applied in accordance with the manufacturer's written instructions and as indicated in the Project specifications.

5.2 The mastic shall be installed in accordance with the following:

- Proper application methods
- Proper equipment use
- Proper training

5.3 The mastic shall be installed in accordance with the following:

- Proper handling
- Proper storage
- Proper disposal

6. Special Tools and Equipment

6.1 Special tools and equipment shall include:

- Spreader
- Trowel
- Pressure washer
- Paint mixer

7. Submittals

7.1 Submittals shall include:

- Manufacturer's data
- Material data sheets
- Product data

8. Inspection

8.1 Inspection shall be performed by the architect or their representative.

9. Certification

9.1 Certification shall be provided by the manufacturer, indicating the compliance with the requirements of this specification.

10. Warranty

10.1 The manufacturer shall provide a warranty for the installation of Lysol Comfort Mastic, as indicated in the Project specifications.

11. Acceptance

11.1 Acceptance shall be based on the following:

- Compliance with the requirements of this specification
- Compliance with the manufacturer's written instructions
- Acceptance by the owner

12. Rejection

12.1 Rejection shall be based on the following:

- Non-compliance with the requirements of this specification
- Non-compliance with the manufacturer's written instructions
- Non-acceptance by the owner
A.  Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.

1.2  INSTALLATION OF INSULATION FOR FRAMED CONSTRUCTION

A.  Self-Supported, Spray-Applied Cellulosic Insulation: ASTM C 1149, Type I (materials applied with liquid adhesive; suitable for use in horizontal and vertical applications).

1.3  INSTALLATION OF INSULATION FOR FACE-MOUNTED SYSTEMS

A.  Install insulation systems on the outside of the structure by method indicated, complying with manufacturer's written instructions.

1.4  INSTALLATION OF INSULATION FOR FACED SYSTEMS

A.  Install insulation systems on the inside of the structure by method indicated, complying with manufacturer's written instructions.

2.0  INSTALLATION OF SPRAY-APPLIED INSULATION

2.1  PREPARATION AND APPLICATION

A.  Before installation, install insulation systems according to manufacturer's written instructions. Apply spray-applied insulation according to manufacturer's written instructions. Do not apply insulation to substrates or components that could be damaged by the application process.

2.2  QUALITY ASSURANCE

A.  Insulation systems shall be inspected by a qualified inspector in accordance with manufacturer's written instructions. Insulation systems shall be tested and certified by a qualified personnel in accordance with manufacturer's written instructions.

3.0  QUALITY ASSURANCE FOR SPRAY-APPLIED INSULATION

3.1  INSTALLATION

A.  Insulation systems shall be installed according to manufacturer's written instructions. Insulation systems shall be tested and certified by a qualified personnel in accordance with manufacturer's written instructions.

3.2  INSTALLATION OF SPRAY-APPLIED INSULATION

A.  Apply spray-applied insulation according to manufacturer's written instructions. Do not apply insulation to substrates or components that could be damaged by the application process.

3.3  QUALITY ASSURANCE FOR SPRAY-APPLIED INSULATION

A.  Insulation systems shall be inspected by a qualified inspector in accordance with manufacturer's written instructions. Insulation systems shall be tested and certified by a qualified personnel in accordance with manufacturer's written instructions.
PLUMBING SPECIFICATIONS

2003A INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, LAVATORY AND TUB FIXTURES

A. ALL LAVATORY AND TUB FIXTURES SHALL BE INSTALLED NO MORE THAN 18" ABOVE THE FINISHED FLOOR LEVEL. NO LAVATORY AND TUB FIXTURES SHALL BE INSTALLED IN THE BASEMENT, ATTIC OR UNVENTILATED CLOSETS, STORAGE ROOMS OR ANY OTHER AREA WHERE THE AIR TEMPERATURE IS CONTINUOUSLY 40°F OR LESS.

2003B INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, HURICANE RESISTANT PREVIOUS INSTALLATIONS

A. ALL WORK PERFORMED ON PREVIOUS INSTALLATIONS SHALL BE IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION. ANY REPAIRS OR ALTERATIONS TO THE EXISTING INSTALLATIONS SHALL BE IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003C INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, VENTILATION SYSTEMS

A. ALL VENTILATION SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING VENTILATION SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003D INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, WATER HEATING SYSTEMS

A. ALL WATER HEATING SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING WATER HEATING SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003E INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, HOT WATER SYSTEMS

A. ALL HOT WATER SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING HOT WATER SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003F INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, PLUMBING SYSTEMS

A. ALL PLUMBING SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING PLUMBING SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003G INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, SANITARY WASTE SYSTEMS

A. ALL SANITARY WASTE SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING SANITARY WASTE SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003H INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, DRINKING WATER SYSTEMS

A. ALL DRINKING WATER SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING DRINKING WATER SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003I INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, AIR CONDITIONING SYSTEMS

A. ALL AIR CONDITIONING SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING AIR CONDITIONING SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003J INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, ELECTRICAL SYSTEMS

A. ALL ELECTRICAL SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING ELECTRICAL SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003K INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, MECHANICAL SYSTEMS

A. ALL MECHANICAL SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING MECHANICAL SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003L INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, LAMINATE & VINYL FLOORING

A. ALL LAMINATE & VINYL FLOORING SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING LAMINATE & VINYL FLOORING IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003M INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, CARPET & LAMINATE

A. ALL CARPET & LAMINATE SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING CARPET & LAMINATE IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003N INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, HARDWOOD & LAMINATE

A. ALL HARDWOOD & LAMINATE SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING HARDWOOD & LAMINATE IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003O INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, PLASTER & SHEETROCK

A. ALL PLASTER & SHEETROCK SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING PLASTER & SHEETROCK IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003P INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, CEILINGS & WALLS

A. ALL CEILINGS & WALLS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING CEILINGS & WALLS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003Q INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, SPRINKLER SYSTEMS

A. ALL SPRINKLER SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING SPRINKLER SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.

2003R INSTALLATION OF LAVATORY & TUBS, SHOWERS & URINALS, HUMIDIFIERS AND HEATING EQUIPMENT, STORAGE WAREHOUSE SYSTEMS

A. ALL STORAGE WAREHOUSE SYSTEMS SHALL BE CORRECTLY INSTALLED AND CONNECTED TO THE EXISTING STORAGE WAREHOUSE SYSTEMS IN CONFORMITY WITH THE CODES EFFECTIVE AT THE TIME OF INSTALLATION.
### Power Ventilator Schedule

<table>
<thead>
<tr>
<th>Symbol</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>Amp</th>
<th>HP</th>
<th>Volts</th>
<th>Phs</th>
<th>Type</th>
<th>Size</th>
<th>Location</th>
</tr>
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<tbody>
<tr>
<td>P-1</td>
<td>75</td>
<td>0.87</td>
<td>1800</td>
<td>14</td>
<td>1</td>
<td>110/220V</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Extensive Return 108</td>
</tr>
<tr>
<td>P-2</td>
<td>55</td>
<td>0.78</td>
<td>1785</td>
<td>18</td>
<td>1</td>
<td>110/220V</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Extensive Return 120</td>
</tr>
<tr>
<td>P-3</td>
<td>150</td>
<td>0.62</td>
<td>1420</td>
<td>1.5</td>
<td>3</td>
<td>208/230-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Extensive Return 120</td>
</tr>
<tr>
<td>P-4</td>
<td>300</td>
<td>0.57</td>
<td>1320</td>
<td>2.5</td>
<td>3</td>
<td>208/230-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Extensive Return 120</td>
</tr>
<tr>
<td>P-5</td>
<td>10</td>
<td>0.27</td>
<td>1880</td>
<td>14</td>
<td>1</td>
<td>110/220V</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Extensive Return 120</td>
</tr>
<tr>
<td>P-6</td>
<td>56</td>
<td>0.55</td>
<td>1580</td>
<td>9</td>
<td>1</td>
<td>110/220V</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Return 180</td>
</tr>
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</table>

### Pump Schedule - For Tab Reference Only

<table>
<thead>
<tr>
<th>Symbol</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>Amp</th>
<th>HP</th>
<th>Volts</th>
<th>Phs</th>
<th>Type</th>
<th>Size</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>P-1</td>
<td>365</td>
<td>0.86</td>
<td>2300</td>
<td>27</td>
<td>3</td>
<td>480-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Building System Loop</td>
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<td>P-2</td>
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<td>45</td>
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<td>480-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Building System Loop</td>
</tr>
<tr>
<td>P-3</td>
<td>65</td>
<td>1.46</td>
<td>1780</td>
<td>27</td>
<td>1</td>
<td>110/220V</td>
<td>1</td>
<td>Direct</td>
<td>(D)</td>
<td>Solenoid Pump</td>
</tr>
<tr>
<td>P-4</td>
<td>320</td>
<td>1.07</td>
<td>2200</td>
<td>20</td>
<td>3</td>
<td>480-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Cooling Tower Pump</td>
</tr>
</tbody>
</table>

### Boiler Schedule

<table>
<thead>
<tr>
<th>Symbol</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>Amp</th>
<th>HP</th>
<th>Volts</th>
<th>Phs</th>
<th>Type</th>
<th>Size</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1</td>
<td>95</td>
<td>0.83</td>
<td>2300</td>
<td>27</td>
<td>3</td>
<td>480-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>100%</td>
</tr>
</tbody>
</table>

### Register, Grille, & Diffuser Schedule

<table>
<thead>
<tr>
<th>Symbol</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>Amp</th>
<th>HP</th>
<th>Volts</th>
<th>Phs</th>
<th>Type</th>
<th>Size</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-1</td>
<td>120</td>
<td>0.83</td>
<td>2200</td>
<td>11</td>
<td>1</td>
<td>208/230-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>4&quot;</td>
</tr>
</tbody>
</table>

### Plate and Frame Heat Exchanger Schedule - For Tab Reference Only

<table>
<thead>
<tr>
<th>Symbol</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>Amp</th>
<th>HP</th>
<th>Volts</th>
<th>Phs</th>
<th>Type</th>
<th>Size</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-1</td>
<td>390</td>
<td>0.85</td>
<td>2300</td>
<td>27</td>
<td>3</td>
<td>480-3</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>390,000 Btu/HR</td>
</tr>
</tbody>
</table>

### Louvered Penthouse Schedule

<table>
<thead>
<tr>
<th>Symbol</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>Amp</th>
<th>HP</th>
<th>Volts</th>
<th>Phs</th>
<th>Type</th>
<th>Size</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>L-1</td>
<td>1450</td>
<td>0.26</td>
<td>150</td>
<td>300</td>
<td>1</td>
<td>120/240-1</td>
<td>3</td>
<td>Direct</td>
<td>(D)</td>
<td>Kitchen Hood Make-Up Air</td>
</tr>
</tbody>
</table>

### Existing Water Source Heat Pump Schedule - For Tab Reference Only

<table>
<thead>
<tr>
<th>Symbol</th>
<th>CPM</th>
<th>EXP</th>
<th>RPM</th>
<th>Amp</th>
<th>HP</th>
<th>Volts</th>
<th>Phs</th>
<th>Type</th>
<th>Size</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>W-1</td>
<td>120</td>
<td>0.83</td>
<td>110</td>
<td>220</td>
<td>1</td>
<td>110/220V</td>
<td>2</td>
<td>Direct</td>
<td>(D)</td>
<td>120,000 Btu/HR</td>
</tr>
</tbody>
</table>

Note: The above schedules are for water source heat pumps based on the existing system capacity and the total of the existing systems. The owner must adjust during the year the systems need to be replaced, cleaned or adjusted as needed to achieve the system listed sizes with the manufacturer's specifications.
MECHANICAL SPECIFICATIONS

5. GENERAL

- All drawings and specifications are the property of the Contractor. The Contractor is not permitted to reproduce or distribute them without the written consent of the Owner/Client.
- The Contractor is responsible for ensuring that all work is performed in accordance with the specifications provided. Any deviations must be approved in writing by the Owner/Client.

6. GENERAL CONSTRUCTION

- The Contractor shall ensure that all work is performed in accordance with the drawings and specifications provided by the Owner/Client.
- The Contractor is responsible for the proper installation and testing of all mechanical systems. Failure to do so may result in additional costs.

7. GENERAL CONSTRUCTION (Continued)

- All work shall be performed in accordance with all applicable codes and regulations. The Contractor shall ensure that all work is performed in a safe manner.
- The Contractor shall provide all necessary labor, equipment, and materials for the installation and testing of all mechanical systems.

8. GENERAL CONSTRUCTION (Continued)

- The Contractor shall ensure that all work is performed in accordance with accepted industry standards.
- The Contractor shall provide a written warranty for all work performed. The warranty shall cover the work for a period of two years from the date of completion.

9. GENERAL CONSTRUCTION (Continued)

- The Contractor shall ensure that all work is performed in accordance with the specifications provided by the Owner/Client.
- The Contractor shall ensure that all work is performed in a manner that is safe for the workers and the public.

10. PUMP ROOM

- The heating and air conditioning contractor shall furnish all piping and supports required for the installation of the pumps. All piping shall be purchased and installed by the Contractor, and shall be approved by the Owner/Client.

11. PUMP ROOM (Continued)

- The Contractor shall ensure that all work is performed in accordance with the specifications provided by the Owner/Client.
- The Contractor shall ensure that all work is performed in a manner that is safe for the workers and the public.

12. PUMP ROOM (Continued)

- The Contractor shall ensure that all work is performed in accordance with the specifications provided by the Owner/Client.
- The Contractor shall ensure that all work is performed in a manner that is safe for the workers and the public.
This document has been prepared by New Hanover County with the intent to be a guide for the installation and operation of telecommunications cabling systems. The guidelines are intended to ensure that the cabling systems meet the requirements of the North Carolina Telecommunications Cabling Act and other applicable regulations.

1. General:
   a. The guidelines cover the installation of telecommunications cabling systems in both residential and commercial buildings.
   b. The guidelines cover the installation of cabling systems in both new construction and existing buildings.
   c. The guidelines cover the installation of cabling systems for both voice and data communications.

2. Installation:
   a. The guidelines require that all cabling systems be installed in accordance with the National Electrical Code (NEC) and other applicable regulations.
   b. The guidelines require that all cabling systems be installed in a manner that ensures the safety of the occupants of the building.
   c. The guidelines require that all cabling systems be installed in a manner that ensures the reliability of the telecommunications network.

3. Maintenance:
   a. The guidelines require that all cabling systems be maintained in a manner that ensures their continued operation.
   b. The guidelines require that all cabling systems be maintained in a manner that ensures their compatibility with future technology.
   c. The guidelines require that all cabling systems be maintained in a manner that ensures their compliance with the telecommunications act.

4. Testing:
   a. The guidelines require that all cabling systems be tested in accordance with the requirements of the NEC.
   b. The guidelines require that all cabling systems be tested in accordance with the requirements of the North Carolina Telecommunications Cabling Act.
   c. The guidelines require that all cabling systems be tested in accordance with the requirements of any applicable standards.

5. Documentation:
   a. The guidelines require that all cabling systems be documented in a manner that ensures their continued operation.
   b. The guidelines require that all cabling systems be documented in a manner that ensures their compatibility with future technology.
   c. The guidelines require that all cabling systems be documented in a manner that ensures their compliance with the telecommunications act.

6. Disposal:
   a. The guidelines require that all cabling systems be disposed of in a manner that ensures their continued operation.
   b. The guidelines require that all cabling systems be disposed of in a manner that ensures their compatibility with future technology.
   c. The guidelines require that all cabling systems be disposed of in a manner that ensures their compliance with the telecommunications act.

7. Conclusion:
   a. The guidelines provide a comprehensive guide for the installation, maintenance, testing, documentation, and disposal of telecommunications cabling systems.
   b. The guidelines are intended to ensure the safety, reliability, and compatibility of telecommunications networks.
   c. The guidelines are intended to ensure the compliance of telecommunications networks with applicable regulations.
1 - Phase 5 Electrical Selective Power Demolition Plan

Scale: 1/8" = 1'-0"

2 - Phase 5 Electrical Power Renovation Plan

Scale: 1/8" = 1'-0"


**LEGEND**

**EXISTING**

- PROPERTY LINE
- BUILDING
- ADMISSION COLUMN
- CURB & GUTTER
- CONCRETE PAVEMENT
- PAVEMENT MARKINGS
- CROSSWALK
- SIGN
- WHEELCHAIR ACCESSIBLE CURB EXTENSION
- SANITARY SEWER MANHOLE
- TRANSFORMER
- POWER POLE & GUY
- OVERHEAD ELECTRIC
- LIGHT POLE (WIRING)
- LIGHT POLE (WIRING & FIXTURES)
- STREET LIGHT
- COMB \[DELAWARE ST.\]
- TRASH & RECYCLING BIN
- TREE

**DEMOLITION**

- ASPHALT PAVEMENT
- PAVEMENT MARKINGS
- PAVEMENT STRIPING
- CONCRETE PAVEMENT SHIM
- CONCRETE SHIM
- CONCRETE WHEEL STOP
- STREET LIGHT
- STREET SIGN
- LIGHT FIXTURE
- UTILITY TRENCHES
- SPOT ELEVATIONS

**PROPOSED**

- PAVING
- CONCRETE PAVEMENT SHIM
- CONCRETE SHIM
- CONCRETE WHEEL STOP
- STREET SIGN
- STREET LIGHT
- LIGHT FIXTURE
- UTILITY TRENCHES
- SPOT ELEVATIONS

**ABBRIVIATIONS**

- AG: ACCESS EQUIPMENT
- ARV: AIR INLET VALVE
- BWA: BLOW OFF ASSEMBLY
- BCA: BACK OF CABLE
- CI: CURB INLET
- CL: CURB LINE
- CR: CURB REEDER
- CRP: CORRUGATED PLASTIC PIPE
- DE: DRAINAGE EASEMENT
- DN: DRAINAGE PIPE
- EK: ELECTRIC KNEE
- EL: ELEVATION
- EKG: KNOB OF PAVEMENT
- EMT: EMBANKMENT
- EVD: EXISTING
- FZ: FRAMES OF WALL
- HN: HEIGHT
- INH: INHABITABLE
- IR: ISO KNEE
- P: PAVEMENT
- PS: PLAY STRUCTURE
- SB: SCREEN BUILDING
- SF: SANITARY SEWER MANHOLE
- SI: SCREW INLET
- SBE: SANITARY SEWER EASEMENT
- SET: CENTERLINE
- TF: TRENCH GUTTER
- TLS: POWER TRANSFORMER
- TV: TYPICAL
- U: UTILITY PIPE
- VA: WATER VALVE
- W: WATER MAIN EASEMENT

**NOTES**

- Issued for Regulatory Review
- Issued for Regulatory Review
- Issued for Regulatory Review
- Issued for Regulatory Review
- Issued for Regulatory Review
- Issued for Regulatory Review

**ISSUED FOR REGULATORY REVIEW**

- EKG: KNOB OF EASEMENT
- EMT: EMBANKMENT
- EVD: EXISTING
- IR: ISO KNEE
- T: TYPICAL

**GENERAL NOTES, LEGEND AND ABBREVIATIONS**

- GENERAL NOTES
- LEGEND
- ABBREVIATIONS

**EXTRACTION CONSIDERATION NOTES:**

1. The drawing is based on a survey by Cape Fear Engineering, Inc. of the existing site conditions and structures. Utilities are not located by others. Cape Fear Engineering, Inc. is not responsible for utilities located by others. The site plan is designed for the purpose of site development.
2. Boundary shown is based on Hanover County GIS data.
3. All existing utilities are present within the project boundary.
4. The project site lies within flood zone X and may be described on the flood insurance policy. The flood insurance policy is designed to protect the structure and building contents only. Flood insurance does not protect the value of the land. Flood insurance must be purchased separately.
5. Existing utility information is not to be relied on for any reason or purpose. The contractor shall be responsible for securing all utility details and shall verify all utility details and shall be responsible for the accuracy of the plans. All existing utility information may be subject to change due to geotechnical and soil conditions.
6. The contractor shall verify all utility details and shall verify all utility details and shall be responsible for the accuracy of the plans. All existing utility information may be subject to change due to geotechnical and soil conditions.
7. The contractor shall verify all utility details and shall verify all utility details and shall be responsible for the accuracy of the plans. All existing utility information may be subject to change due to geotechnical and soil conditions.
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14. The contractor shall verify all utility details and shall verify all utility details and shall be responsible for the accuracy of the plans. All existing utility information may be subject to change due to geotechnical and soil conditions.
IMPERVIOUS CALCULATIONS

1. EXISTING IMPERVIOUS
   GROSS BUILDING SQUARE FOOTAGE:
   (INCLUDING OVERWALK)                                           35,325 SF
   ON-SITE PARKING                                                 83,015 SF
   ON-SITE WALKWAYS                                                7,075 SF
   TOTAL CONSTRUCTED (ON-SITE):                                    127,115 SF
   RESERVE:                                                        18,490 SF
   TOTAL BUA INCLUDING RESERVE:                                   145,605 SF

2. PROPOSED IMPERVIOUS
   GROSS BUILDING SQUARE FOOTAGE:
   (INCLUDING OVERWALK)                                           35,325 SF
   ON-SITE PARKING                                                 83,715 SF
   ON-SITE WALKWAYS (2,205 SF)                                     7,075 SF
   OTHER ON-SITE                                                   17,720 SF
   TOTAL CONSTRUCTED (ON-SITE):                                    127,840 SF**
   RESERVE:                                                        18,391 SF
   TOTAL BUA INCLUDING RESERVE:                                   146,231 SF**

   **FROM APPROVED NSP/IR MELF HECO DATED JUNE 9, 2017. SITE WAS APPROVED FOR 100% IMPERVIOUS COVERAGE WITHIN PROJECT BOUNDARY.
   ***OVERALL INCREASE OF 764 SF REQUIRED FOR ADA COMPLIANCE. NO NET INCREASE OF IMPERVIOUS FOR NON-ADA WORK.

NEW HANOVER COUNTY
SENIOR RESOURCE CENTER
FPE = ± 36.0

NOTES:
SEE SHEET G-65 FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS.

ISSUED FOR REGULATORY REVIEW

CAPE FEAR
ENGINEERING

NEW HANOVER COUNTY
SENIOR RESOURCE CENTER

STORMWATER, SEDIMENT
AND EROSION CONTROL PLAN

544-01
CG101
LANDSCAPING NOTES:
1. LANDSCAPING PLAN REPRESENTS MINIMUM REQUIREMENTS ONLY.
2. A DETAILED LANDSCAPE AND PLANTATION PLAN IDENTIFYING SPECIES, SIZE AND EXACT LOCATION OF LISTED PLANTS SHALL BE SUPPLIED BY OTHERS AND WILL BE USED FOR PLANTING.
3. ALL PROPOSED AREAS TO BE LANDSCAPED WITH SUITABLE GROUND COVER SUCH AS TREES, SHRUBS, MULCH, ROCK OR SOIL.
4. PARKING AREA PLANTING SCHEDULE MAY BE REVISED TO MATCH THEME OF DEVELOPMENT AT THE DISCRETION OF THE CITY OF NEW HANOVER COUNTY. MATERIALS SHALL COMPLY WITH LOCAL ORDINANCES REGARDING TYPE, SIZE AND NUMBER OF PLANTINGS.
5. TREES MUST BE A MINIMUM 15 FEET IN HEIGHT AT MATURITY.
6. THE PLANTING PLAN SHOWN IS A RECOMMENDED PLANTING PLAN PROVIDED BY SCOTT CHILDs WITH NEW HANOVER COUNTY PARKS.
**DIRECTIONAL SIGNAGE**

**1.** PROVIDE DIRECTIONAL SIGN INDICATING ACCESSIBLE ENTRANCE OR EXIT.
- Symbol should be consistent with the International Symbol of Access (ISA).
- Background should match the accessibility arrow direction as indicated on the site plan.

**NOTES:**
1. ALL 12" x 18" ACCESSIBLE SIGNS [DD-4 & DD-1] SHALL BE MOUNTED AT 7 FEET FROM GRADE TO BOTTOM EDGE OF SIGN FACE (MUTCD).
2. MOUNTING HEIGHT CAN BE REDUCED TO 5 FEET FROM GRADE FOR ACCESSIBLE ENTRANCE OR EXIT, PERMITS, OR BUILDING FACADE IN WHICH RECIPIENT WILL NOT USE.
3. REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR DETAILED INSTRUCTIONS.

**HANDICAP STRIPING & SIGNAGE**

**2.** CURB OR EDGE OF WALK SHALL BE WRAPPED WHITE-PAINTED LINE SYMBOLS.
- WHITE-LINE SYMBOLS SHOWN AS WHITE-LINE SPACE.
- IMPORTANT: SLOPES NOT TO EXCEED 1% IN ANY DIRECTION.

**NOTES:**
- SEE PLAN FOR DELINEATION OF WALK COMPOSITION.
- MUTCD 12" x 18" SPACING BETWEEN WALKS.

**TRUNCATED DOMES**

**3.** TRUNCATED DOMES SHALL BE USED.
- Finishes shall be of concrete and shall be 12" deep with a 2" radius of a 1/4" radius.
- Domes shall be spaced 24" on centers.

**NOTES:**
1. ALL DETECTABLE WARNING DEVICES USED IN NEW CONSTRUCTION SHALL BE OF A MORTAR RESISTANT CONCRETE."
NOTES:
1. FOR TRENCHES REQUIRING SHORING AND BRACING, DIMENSIONS SHALL BE TAKEN FROM THE INDEED FACE OF THE SHORING AND BRACING.
2. CHECK〒 ALL MEASUREMENTS WITH PROJECT SPECIFICATIONS.
3. PROVIDE DETECTION WIRE/NAMING TAPE PER SPECIFICATIONS.

STORMDRAIN PIPE BEDDING
NOT TO SCALE

YARD INLET
NOT TO SCALE

PIPE ON "D" MAXIMUM
0' TO 12" 4'
12' TO 24" 6'
24' TO 32" 8'
32' TO 60" 12'
60' & LARGER 16'

WARNING TAPE
UNDISTURBED EARTH
DETECTION WIRE
HARDING
DIAGNOSING
C.O. OF PIPE
TAMP WELL UNDER BOTTOM HALF OF PIPE
FINISHED GROUND OR PAVEMENT
PAVED AREAS
NON-PAVED AREAS
OPEN SPACE
INITIAL BACKFILL
SHORING LINE
18" MINIMUM SIDE CLEARANCE (SEE TABLE FOR MAXIMUM)
