

ADDENDUM NUMBER: 05

Randolph County Courthouse
Clerk of Court Office Renovation
Asheboro, NC

PROJECT NUMBER 15210.00

Feb 11, 2021

This Addendum issued prior to receipt of Bid hereby becomes a part of the Construction Documents for the above project.

All information contained in this Addendum supersedes and takes precedence over any conflicting information in the original Bidding Documents dated January 1, 2021 and any previous Addenda.

GENERAL INFORMATION

1. Please see the revised Bid Form attached to reflect the changes in Alternates/Allowances modified by previous addenda.
2. Division 01 Specification Sections
 - a. Disregard previously issued Section 017000 Execution and Closeout Requirements
 - b. Refer to the following sections included in this Addendum:
 - 1) 012100 Allowances
 - 2) 012300 Alternates
 - 3) 013100 Project Management and Coordination
 - 4) 014200 References
 - 5) 017300 Execution
 - 6) 017700 Closeout Procedures
3. Supplementary General Conditions:
 - a. Refer to the Supplementary General Conditions for this project included in this Addendum.
4. Noisy work such as shooting metal studs or heavy floor prep (floor grinding) if required to be performed before or after normal working hours.
 1. Wall Changes
 - a. Refer to sheets A101-1 through A101-4 for portions of masonry walls to be removed. There are no new masonry walls in the project.
 - b. Walls designated as "S3r" are only to be used in vestibule 221. All other references of S3r to be re-labeled as S3.
 - c. Wall B3ir is not rated and has been renamed to B3i. Wall B3i is a temporary construction barrier.
 - d. Wall type S6 is a knee wall and the label has been changed to S6n.
 - e. Wall type F1 and F3 to terminate 6" above the scheduled ceiling.
 - f. Wall type S3ix to be re-labeled to S3im, 'm' noting to extend wall to underside of deck.

QUESTIONS/CLARIFICATIONS

1. Please provide information for the additional shear capacity that the joists require and info on the existing joists like concrete strength, dimensions, etc.
 - a. Response: please include allowance no. 2, twenty-five thousand (\$25,000.00) for structural carbon fiber reinforcement.



2. Regarding Alternate 3: The only information I can find is that I should "Provide ballistic glazing and wall protection as indicated on the drawings." Am I to assume that all ballistic glazing and any wall protection found in the drawings is a part of Alternate 3? Am I to give an offsetting deduct for regular glazing that was included in the base bid?
 - a. Response: All ballistic glazing and wall protection is called out on the drawings and in the specifications, all work associated with ballistic items are considered under alternate 3.
3. Regarding how the bid will be awarded: The specs state the bid will be awarded based "best value" with 4 criteria (Adherence to the specs, price, bidder qualifications, and completion date). Are these other criteria intended to be submitted with the bid, or handled after the fact? If so, how would you like us to show our past performance, reputation, experience, etc. and is there a form to fill out the completion date?
 - a. Response: Refer to attached bid proposal.
4. Is there a specification for prefinished wall panels for wall type S3d?
 - a. Response S3d was a demountable partition, now type D in addendum 4. Panel will be selected from the manufacturers standard line.
5. Print E201 says that the data cabling, phone cabling and camera cabling is to be provided by the Owner, is this correct?
 - a. Response: Provide all cable and connections, all devices are to be provided by the owner.
6. Please reference Alternate 3. It seems the Walls, **under the Base Bid**, do not contain the Ballistic Liner Panels and the Glazing is standard glass and there are no Security Windows. Is this correct?
 - a. Response: Refer to specification section 102641 for ballistics resistant panels.
7. In Vest 208A is there any flooring desired other than the herring bone LVT in the hall? If that is existing to remain what flooring is there?
 - a. Response: Vest 208A to be LVT-1 installed in herringbone pattern
8. Refer to the I Series sheets from addendum no. 4 for demountable partition locations Where demountable walls are scheduled, All power to be connected to the demountable partition via junction box by the electrical contractor. All conventional electrical will be provided by the electrical contractor, refer to the A101-1 through A101-4 for conventional construction.

Attachments: Revised Bid Form; Specification Sections 012100 Allowances, 012300 Alternates, 013100 Project Management and Coordination, 013300 Submittal Procedures, 014200 References, 017300 Execution, 017700 Closeout Procedures; Supplementary General Conditions; and Bryrne electrical installation.

PROPOSAL FORM

TO: Randolph County
725 McDowell Road
Asheboro, NC 27205
Attn: Lisa Garner

FROM: _____
(Name of Bidder)

(Street)

(City and State)

License Number: _____

RE: Randolph County Clerk of Court Office Renovation
Asheboro, North Carolina
Project No. 15210.00

DATE: _____

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

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

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written Authorization to Proceed from either the Owner or the architect. The contractor shall substantially complete the project within **365** consecutive calendar days from and including said date. Applicable liquidated damages if the project extends beyond the stipulated period shall be \$250.00 per day. Weather related extensions for this interior renovations project are not applicable.

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

Base Bid: _____
_____ Dollars (\$_____).

ALTERNATE BIDS: The following is a list of alternate bid items.

- A. **Alternate Bid No. 1:** Provide the cost, if any, for “overhead” expenses relating to the supervision and project management associated with the installation of the demountable wall system to be provided under a separate contract.

ADD: _____ Dollars (\$_____).

- B. **Alternate Bid No. 2:** The additional cost to provide all ballistic glazing and partition protection as indicated on the drawings at the transaction counter between Public Corridor 208 and the Clerk’s Suite (Phases 2 and 3).

ADD: _____ Dollars (\$_____).

NOTE: The Base Bid scope at the transaction counter shall consist of conventional drywall (no ballistic protection) and ¼ inch thick tempered glass.

Subcontractors listed for employment on this project:

Plumbing Contractor: _____

Mechanical Contractor: _____

Electrical Contractor: _____

Please identify three (3) references from previous jobs:

Please identify the Scheduling Software you plan to use for this project:

ALLOWANCES

The bidder further declares that the following Allowances are included in the base bid listed in this proposal. All Allowances are stipulated as follows:

Allowance No. 1: Allow the sum of fifty thousand dollars (\$50,000.00) for undesignated contingencies to be utilized at the discretion of the Owner or Architect to accommodate minor changes in the work. This allowance shall not be used unless written documentation in the form of a field directive is issued.

Allowance No. 2: Allow the sum of twenty-five thousand dollars (\$25,000.00) for structural carbon fiber reinforcement to be provided above the ceiling of the ground floor as directed by the architect.

Allowance No. 3: Allow the sum of five thousand dollars (\$5,000.00) for the repair of above ceiling fireproofing in the steel framed 1982 building.

Allowance No. 4: Allow the sum of twelve thousand dollars (\$12,000.00) for flooring preparation (4,000 SF at \$3.00 per SF). Quantities shall be verified in each phase.

Allowance No. 5: Allow the sum of five thousand dollars (\$5,000.00) for Window Blind Repair and Replacement.

Allowance No. 6: Allow the sum of ten thousand dollars \$10,000.00 (\$900 for off duty officer fees and \$9,100 for premium afterhours work) for Phase 5. All work completed must be accounted for via timesheets from the sub-contractors and submitted to the architect to verify actual cost prior to payment.

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

Addendum No. ____, Dated _____ Addendum No. ____, Dated _____
Addendum No. ____, Dated _____ Addendum No. ____, Dated _____
Addendum No. ____, Dated _____ Addendum No. ____, Dated _____
Addendum No. ____, Dated _____ Addendum No. ____, Dated _____

The undersigned agrees that this Proposal will not be withdrawn for a period of thirty (30) days.

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

Respectfully submitted this ____ day of _____, 20__.

(Name of Firm or Corporation making Bid)

By: _____

WITNESS:

(Proprietorship or Partnership)

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

only)

Address: _____

License No.: _____

ATTEST:

By: _____

Title: _____
(Corporation Secretary or Assistant Secretary only)

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM UNIT-COST AND QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Allow the sum of fifty thousand dollars (\$50,000.00) for undesignated contingencies to be utilized at the discretion of the Owner or Architect to accommodate minor changes in the work. This allowance shall not be used unless written documentation in the form of a field directive is issued.
- B. Allowance No. 2: Allow the sum of twenty-five thousand dollars (\$25,000.00) for structural carbon fiber reinforcement to be provided above the ceiling of the ground floor as directed by the architect.
- C. Allowance No. 3: Allow the sum of five thousand dollars (\$5,000.00) for the repair of above ceiling fireproofing in the steel framed 1982 building.
- D. Allowance No. 4: Allow the sum of twelve thousand dollars (\$12,000.00) for flooring preparation (4,000 SF at \$3.00 per SF). Quantities shall be verified in each phase.

- E. Allowance No. 5: Allow the sum of five thousand dollars (\$5,000.00) for Window Blind Repair and Replacement.
- F. Allowance No. 6: Allow the sum of ten thousand dollars \$10,000.00 (\$900 for off duty officer fees and \$9,100 for premium afterhours work) for Phase 5. All work completed must be accounted for via timesheets from the sub-contractors and submitted to the architect to verify actual cost prior to payment.

END OF SECTION 012100

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary General Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.
- B. The cost or credit for each alternate is the net addition to or deduction from the contract sum to incorporate the alternate into the work. No other adjustments are made to the contract sum.
- C. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- D. Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- E. Schedule: A "Schedule of Alternates" is included at the end of this section. Specifications sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
- F. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 ALTERNATES

- A. **Alternate Bid No. 1:** Provide the cost, if any, for "overhead" expenses relating to the supervision and project management associated with the installation of the demountable wall system to be provided under a separate contract.
- B. **Alternate Bid No. 2:** The additional cost to provide all ballistic glazing and partition protection as indicated on the drawings at the transaction counter between Public Corridor 208 and the Clerk's Suite (Phases 2 and 3).

NOTE: The Base Bid scope at the transaction counter shall consist of conventional drywall (no ballistic protection) and ¼ inch thick tempered glass.

RANDOLPH COUNTY
15210.00

COURTHOUSE CLERKS
OFFICE RENOVATION

END OF SECTION 012000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. The General Contractor and subcontractors shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific subcontractor and the demountable partition provider.
- C. Related Sections include the following:
 - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Interpretation from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Procedures for processing field decisions and Change Orders.
 - e. Procedures for RFIs.
 - f. Procedures for testing and inspecting.
 - g. Submittal procedures.
 - h. Use of the premises and work restrictions.
 - i. Responsibility for temporary facilities and controls.
 - j. Parking availability.
 3. Summary: Architect will record and distribute a summary of discussions held during the meeting.

- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review work performed during previous month and schedule of work for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Co-ordination among contractors working on site.
 - 6) Site access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Compliance requirements.
 - 10) Hazards and risks.
 - 11) Status of correction of deficient items.
 - 12) RFIs.
 - 13) Pending changes.
 - 14) Status of Change Orders.
 - 15) Documentation of information for payment requests.
 3. Meeting Summary: The General Contractor will record and distribute to the Architect, Owner and subcontractors a summary of discussions held during the meeting. Meeting summaries shall be distributed within 3 days of the each progress meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow maximum of seven (7) working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.

8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 2. Electronic File Release Form
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 4. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's and Construction Manager's responsive action.
- B. Informational Submittals: Written information that does not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Only PDF (read only) electronic files of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals. Electronic files will be made available following the execution of the release form in the supplemental general conditions.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the

Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Re-submittal Review: Allow 10 days for review of each re-submittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 150 by 200 mm (6 by 8 inches) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of subcontractor.
 - d. Name and address of supplier.
 - e. Name of manufacturer.
- F. Deviations: Highlight, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Approved or Approved as Noted".
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating "Approved or Approved as Noted" taken by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. Submit Product Data before or concurrent with Samples.
 2. Number of Copies: Submit five (5) copies of Product Data, unless otherwise indicated. Architect will return three (3) copies to Contractor and one (1) copy to Owner's representative. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Compliance with specified standards.
 - g. Relationship to adjoining construction clearly indicated.
 - h. Seal and signature of professional engineer if specified.
2. Number of Copies: Submit five (5) opaque (bond) copies of each submittal. Architect will return three (3) copies.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

2.2 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect. Architect shall not return any submittal to the Contractor until their review has been performed.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. Architect shall not return any submittal to the Contractor until their review has been performed.

3.2 ARCHITECT/ENGINEER'S ACTION

- A. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect/Engineer will review each submittal, mark with appropriate "Action", and where possible return within 14 calendar days of receipt. Where the submittal must be held for coordination with other construction, the Architect/Engineer will so advise the Contractor without delay.
- B. Action Stamp: The Architect/Engineer will stamp each submittal to be returned with a uniform, self explanatory action stamp, appropriately marked and executed to indicate the status of the reviewed submittal as follows:
 - 1. No Exceptions Taken.
 - 2. Make Corrections Noted.
 - 3. Amend and Resubmit.
 - 4. Rejected - See Remarks.
- C. Approval by the Architect/Engineer will not relieve the contractor of his responsibility to provide proper physical dimensions, clearances, compatible electrical equipment, weights, capacities, performance, coordination with other trades or the responsibility to provide the system and/or the equipment complete in place and ready for use in accordance with the contract documents. If any material anticipated for use does not perform as intended, it shall be the contractor's responsibility to inform the Designer prior to shop drawing submittal requesting a clarification or additional information.
- D. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- E. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.
- F. Submittals not required by the Contract Documents shall not be reviewed and will be discarded.

END OF SECTION 013300

(Electronic Release Form follows this section)

ELECTRONIC DOCUMENT TRANSFER AGREEMENT

DATE:		PROJECT #:	
PROJECT NAME		CLIENT / LOCATION	
COMPANY REQUESTING AND RECEIVING FILES:		PERSON REQUESTING:	
DESCRIPTION OF FILES:		REASON FOR FILES:	

1. The requested electronic file(s) (the "Files") remain the property of and are owned by CPL.
2. The Files are not Contract Documents. The use of the Files to alter or revise the scope of work is not permitted.
3. CPL makes no warranties or guarantees that the Files represent or reflect the complete scope of work and/or as-built condition, and CPL assumes no responsibility for data files supplied in electronic format. Such data is provided as a courtesy only.
4. The Company requesting the Files and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files.
5. Files in Revit/Building Information Model format: Unless express written consent of CPL is given through the implementation of a Project Building Information Modeling Protocol Form (AIA® Document G202™ or similar); the information contained within the Files was compiled for the purposes of creating the contract documents and are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.
6. Shop drawings shall not be based on reproduction of the contract documents or standard printed data. This includes reproductions of the Files, unless express written consent is given of CPL through the implementation of a Project Building Information Modeling Protocol Form.
7. The Company requesting the Files agrees to defend, indemnify and hold harmless CPL, its officers, employees, consultants, and agents from any claims or damages arising from the use of the Files.
8. In the event that any of the Files contain electronic copies of drawings with permits or professional seals, the Company requesting the Files shall immediately notify CPL and destroy such Files.
9. No use shall be made of the Files for any purpose other than that for which they were originally intended without the express written consent of CPL.
10. No retransmission of the Files in any form to third parties is permitted unless authorized in writing by CPL.

Having read and understood the terms set forth in paragraphs 1-10 above, and in consideration of CPL providing electronic files, the undersigned agrees to be bound by these terms.

Signature of Authorized Representative

Date

Print Name and Title

The requested electronic files will only be released upon CPL's receipt of a signed Electronic Document Transfer Agreement by a duly authorized representative of the company requesting and receiving the files. CPL reserves the right to deny any request for copies of electronic files.

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.
- C. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
1. Construction layout.
 2. General installation of products.
 3. Protection of installed construction.
 4. Correction of the Work.
- B. Related Sections include the following:
1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
- C. Work to be performed by others:
1. Installation of demountable partition systems

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to locate the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect immediately.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install material and products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful to adjacent existing construction to remain.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 27 deg C (80 deg F).
- B. Site: Maintain Project site free of waste materials and debris.
 - C. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - D. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways is not permitted.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, and touching up with matching materials.
- B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning for each phase of the project.
- B. Related Sections include the following:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Prepare and submit Project Record Documents, damage or settlement surveys, property surveys, and similar final record information.
 - 4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 6. Complete final cleaning requirements, including touchup painting.
 - 7. Touch up and otherwise repair, restore or replace marred finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Refer to Supplemental Conditions, Paragraph 9.10.6.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment.
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected. Refer to Supplemental Conditions, Paragraph 9.10.6.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit punch list by email to Owner and Architect. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 215-by-280-mm (8-1/2-by-11-inch) paper.
 2. Provide three (3) additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING FOR EACH PHASE OF THE PROJECT

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SUPPLEMENTARY GENERAL CONDITIONS

Refer to the following supplements which modify the "General Conditions" (RC GC) as stipulated by Randolph County. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Delete the following stipulations from the General Conditions that are not required for this project:

- 5.1.4 Pollution Legal Liability Insurance
- 7.17 (fifth paragraph) Exterior Protection
- 7.2 Land Disturbing Activities
- 7.25 Utilities
- 9.1 Construction Manager
- 11.3 Licensed Surveyor
- 13.13d, 13.14, 13.15 Weather Delays

DIVISIONS OF RESPONSIBILITY (Article 1 RC GC - Definitions)

The following responsibilities are in addition to those called for in the General Conditions and in these Supplementary Conditions:

The Architect is responsible for general overall design and is not responsible for product design, product fabrication, and construction. Interior Designer as referenced through Architect.

The General Contractor is responsible for overall construction and safety.

The subcontractors are responsible for the proper construction and proper design, when called for, of the work under his contract.

The manufacturer is responsible to the Subcontractor and the Contractor for product design and product fabrication.

The Owner is responsible for proper maintenance and proper usage after substantial completion and acceptance of the Project.

The Owner representatives shall be:

Paxton Arthurs, PE
Public Works Director
Randolph County

Add the following: The Owner shall not be responsible for the accuracy of record drawings, or other information provided by the Owner. The contractor shall field verify all conditions and shall notify the Architect of any discrepancies that will affect the Scope of Work.

CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS (Article 2 of RC GC)

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

The Agreement for construction
Addenda, with those of later date having precedence over those of earlier date.
The Supplementary General Conditions.
The General Conditions of the Contract for Construction.
Technical Sections of the Specifications found in the Project Manual.

In the case of an inconsistency between Drawings, Specifications, and Appendices or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Compute dimensions; do not obtain by scaling drawings. In case of any discrepancy between drawings and specifications, consult Architect before proceeding with the Work. Dimensions provided by the Architect are generally considered nominal and must be verified by the Contractor during the construction period.

CONSTRUCTION DOCUMENTS PROVIDED TO CONTRACTOR (Article 6 RC GC)

The Architect/Engineer will provide the General Contractor with electronic files of the construction documents. However, files will not be released until the Electronic Files Release Form (included in Specification Section 013300 Submittal Procedures) is properly signed, executed and returned to the Architect/Engineer. These files will be provided as PDF-read only as a courtesy to the contractor. The Architect/Engineer shall not be responsible for the usability or technical compatibility of these files. Nor is the Architect/Engineer liable for any use of these files by the Contractor, his agents, or any party not associated with the Architect/Engineer.

CONTRACTOR (Article 7 of RC GC)

Labor and Materials

After the Contract has been executed, the Owner and the Architect may consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).

By making a request for substitutions Contractors must include the following:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's design costs, and waives all claims for additional costs related to the substitute which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

.5 will compensate the Architect for any additional services required due to the substitution.

When a material, equipment, or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the Contract. If the Contractor desires to use another material, equipment, or system in lieu thereof, he shall request approval in writing and shall submit samples of data as required for Architects' consideration. If, in the opinion of the Architect, such material, equipment, or system is equal to the material specified and is entirely satisfactory for use in the Project, then the Architect will approve such substitutions. However, the Architect will be the sole judge of the above requirements. **Any use as a basis for bidding of material, equipment, or system other than that specified, unless such material, equipment, or system has been approved by the Architect in writing before submission of the contract price to the Owner, will be made at the Contractor's risk. No substitution shall be made without authority in writing from the Architect.**

The Contractor shall disclose in writing the existence and extent of any financial interests, whether direct or indirect, he has in subcontractors and material suppliers which he may propose for this Project.

REPORTING ACCIDENTS (Article 7 of RC GC)

In the event of accidents involving personal injury or property damage, the Contractor shall immediately notify the Owner, furnishing as much data as is available. As soon as practicable but not exceeding 21 days, he shall furnish to the Owner a written report indicating the extent of the damage, the persons involved, the employer of the persons involved and the number of days each person is hospitalized. Notification of any accident shall not relieve the contractor of their obligations regarding safety for the project.

CLEANING UP (Article 7.2.4 of RC GC)

The construction area shall be free of accumulated waste and/or rubbish on a daily basis. If the Owner is required to properly clean the site due to the failure of the contractor to collect and dispose of all accumulated waste/or rubbish on a daily basis, then the Owner shall deduct the cost incurred from the contractor's contract by change order.

TIME (Article 13 of RC GC)

The General Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will ensure substantial completion within the times specified and fully completed within a reasonable time thereafter. It is further understood and agreed, by and between the contractor and the Owner that the time for completion of the work described herein is reasonable.

The contractor shall work diligently and uninterrupted to minimize the period between selective demolition and substantial completion of each phase of the proposed work.

If the progress or completion of the work is delayed by any fault, neglect, act or failure to act on the part of the Contractor or anyone acting for or on behalf of the Contractor so as to cause any additional cost, expense, liability or damage to the Owner or any damage or additional cost or expense for which the Owner may or shall become liable, the Contractor shall and does hereby agree to compensate the Owner for, and to indemnify the Owner against all such costs, expenses liabilities, and damages.

If progress of the work is delayed due to the following, and the Contractor has promptly given WRITTEN NOTICE of such delay to the Owner and Architect, applicable adjustments in the total number of work days will be made.

- a. To any preference, priority or allocation order duly issued by the Owner.
- b. To unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseen weather as defined above; and
- c. To any delays of subcontractors occasioned by any of the causes specified in paragraphs (a) and (b) of this article.

PROVIDED FURTHER, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

Consideration for additional time will be given only to extreme circumstances and for written requests based on extraordinary acts of God, acts of the Owner, acts of any agency of the Local, State, or Federal Government, fines, strikes, or embargo. Written requests for additional time must be submitted with the monthly application for payment.

Requests for additional time that are not submitted in the month of which the delay occurred will be denied.

CHANGES IN THE WORK (Article 15 RC GC)

Change Order overhead and profit limits: Any Changes in the Work requiring a change in the Contract Sum shall, to the extent such change in the Contract Sum is based on "costs" permit a charge for overhead and profit determined as follows:

- .1 for the Contractor, for any work performed by his employees or agents 7.5% of the costs.
- .2 for the Contractor, for work performed by his Subcontractor, 7.5% of the amount due the subcontractor.
- .3 for each Subcontractor, for work performed by such Subcontractor, his employees and agents, 7.5% of the costs.

"Cost" shall be limited to the direct expense of:

- a) labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and Worker's or Workman's Compensation Insurance,
- b) materials and supplies including cost of transportation whether incorporated or consumed;
- c) rental of machinery and equipment exclusive of hand tools whether rented from the Contractor or others;

"Costs" shall not include supervision, superintendents, wages of timekeepers, watchmen and clerks, small tools, incidentals, general office expense and all other expenses generally constituting overhead.

UNCOVERING AND CORRECTION OF THE WORK (Article 17 of RC GC)

Requests for uncovering work by the Architect must be authorized in writing by the Owner prior to initiating such operations.

PAYMENTS AND COMPLETION (Articles 20 & 21 of RC GC)

Applications for payment shall be submitted once a month on or before the 1st day of the month for work completed and materials stored up to the 25th day of the previous month. Progress Payments for which Certification For Payment has been issued will be made by the 15th day of each month. Monthly Applications for Progress Payments must include completed and notarized Contractor's Affidavit of Debts or Claims on AIA Form G706. Provide a sales tax reimbursement form with each monthly pay request. In making Progress Payments, there shall be retained funds. Final payment including amounts retained shall be made to the Contractor within 30 days after all work has been fully completed and each and every provision of the Contract Documents complied with to the mutual satisfaction of the Owner, Architect and Contractor.

Retainage: NC General Statute 143-134.1 shall apply. This statute can be summarized as follows: Payment will be made on the basis of 95% of monthly estimates until the project is 50% complete at which time retainage shall remain fixed through substantial completion subject to written consent of the surety, if required, and approval by the owner. If the owner determines the contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application up to the maximum amount of ten percent (10%). The owner may also withhold payment to the contractor in addition to the retainage amounts for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed. Final payment shall be made upon final completion and acceptance of the work.

The request for final payment shall be accompanied by all project closeout prerequisites included in the General Requirements (Division One) of the Specifications, including record drawings maintained at the job site by the contractor. Two and a half (2.5) percent of the total project/phase cost shall be withheld until all project closeout documentation has been submitted, including record drawings.

Approximately fourteen (14) days prior to substantial completion for each phase, the General Contractor shall initiate a "completion list". This list will become the Contractor's punch list at substantial completion.

The Architect shall conduct a pre-final (punch list) inspection. The Architect shall also conduct a final inspection. Any additional or supplemental inspections, correspondence or meetings performed by the Architect beyond the performance of the pre-final and final inspections which are required due to non-performance of the contractor shall be at the contractor's expense and will be deducted from the contractor's retainage by the Owner for payment to the Architect prior to making final payment to the contractor. If proper project closeout procedures have not been followed by the contractor, the Architect may recommend withholding of retainage to pay for estimated fees due to this requirement.

CLAIMS AND DISPUTES (Article 28 of RC GC)

"The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation but, in such event, mediation shall proceed in advance of litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order."

The following provisions stipulated in the County's General Conditions have been amended by Division 01 Specifications in Addendum No. 5:

1.25 Request for Information; Section 013100

7.11 Progress Meeting Procedures; Section 013100

Modify the following provisions stipulated in the County's General Conditions as follows:

7.15 The General Contractor shall be responsible for security and protection of areas impacted directly by construction operations. However, all contractors shall comply with security measures within the existing courthouse as dictated by the Randolph County Sheriff and the County's Owner representative.

12.1 Randolph County shall purchase and provide the demountable partition system through the State Purchase contract process. This work shall be performed under a separate contract. Coordination provision as stipulated under Article 12.1 shall apply.

13.4 The project construction schedule shall be provided and maintained by the General Contractor using appropriate and approved CPM software. The schedule must reflect detailed tasks to be performed under all five (5) phases of the project.

13.9 The architect and the Owner shall monitor progress of the work on a regular but periodic basis. All other provisions under 13.9 shall apply.

END OF SUPPLEMENTARY GENERAL CONDITIONS



Flex Series

Byrne Electrical System Installation
Low Voltage Data Installation

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Materials - Electrical Components:



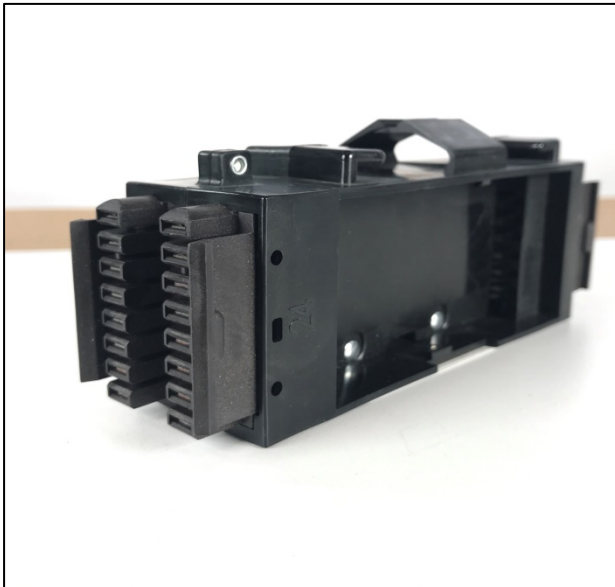
Power Entry



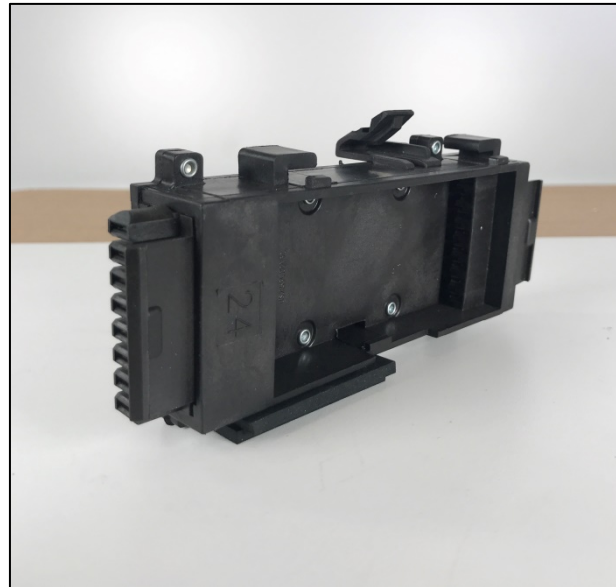
Male-Male Jumper



Face Plate with Screws



Single Block



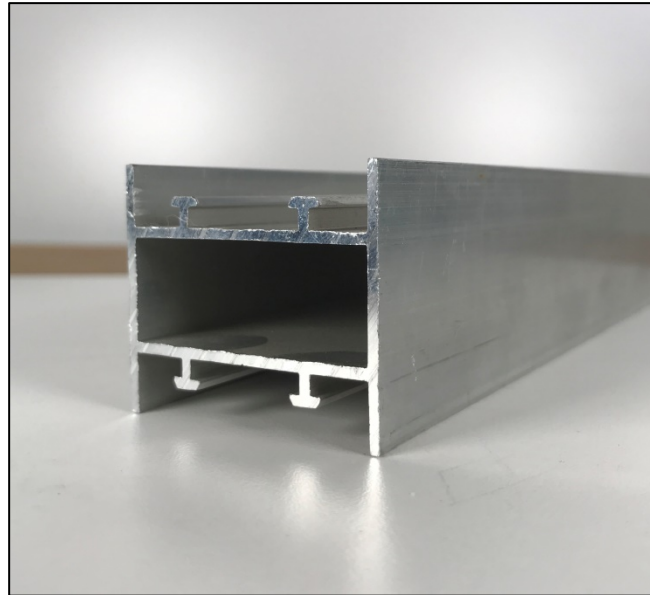
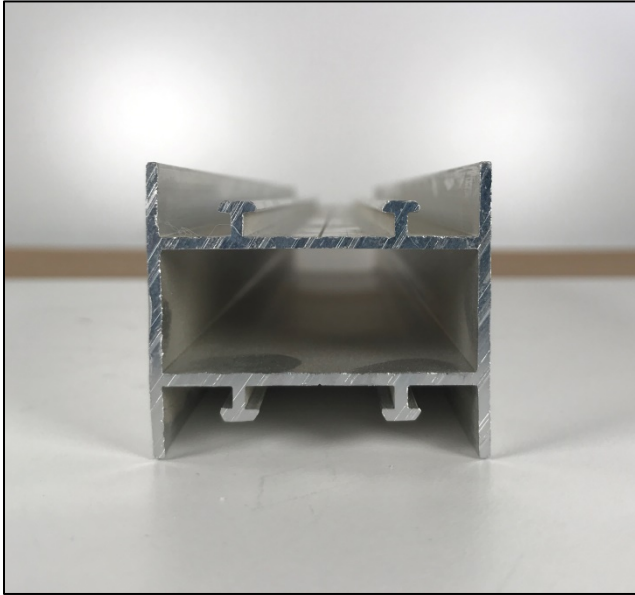
Single Half Block



Receptacle Duplex

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

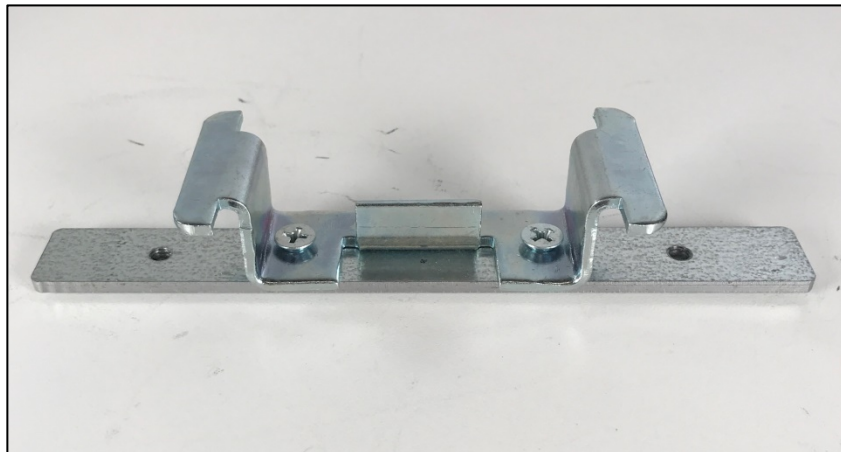
Materials - Mounting Components :



Reinforced Stud
(AKA "Support Stud", "Finless Stud")



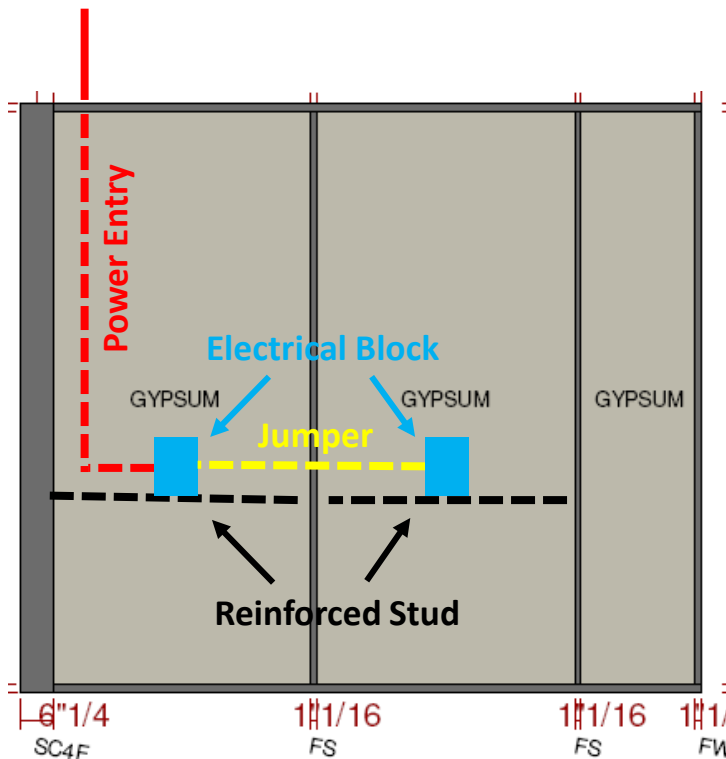
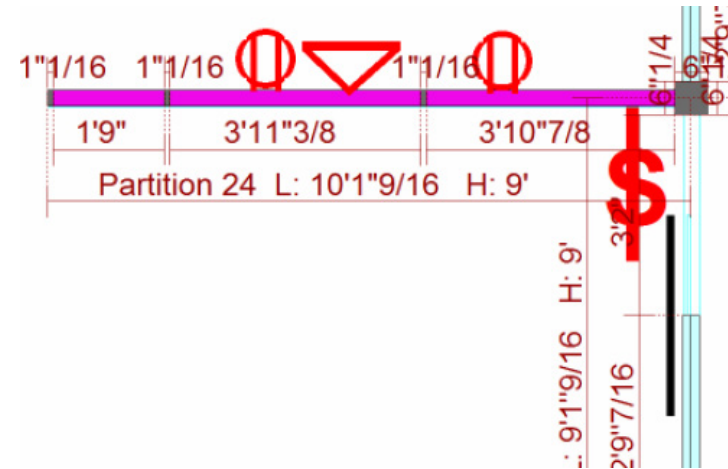
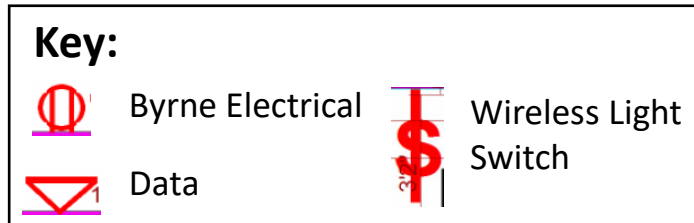
Flex L-Bracket



Raceway Bracket mounted to Track Joiner

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Byrne Electrical Pathway for Floor to Ceiling Solid Panels:



Partition 24

When installing the Byrne Electrical System with Floor to Ceiling Solid Panels, the Power Entry can be brought down through multiple locations. Typically the Power Entry is brought down through the ceiling-attached Flex Track within the same panel that one of the Receptacles is located within.

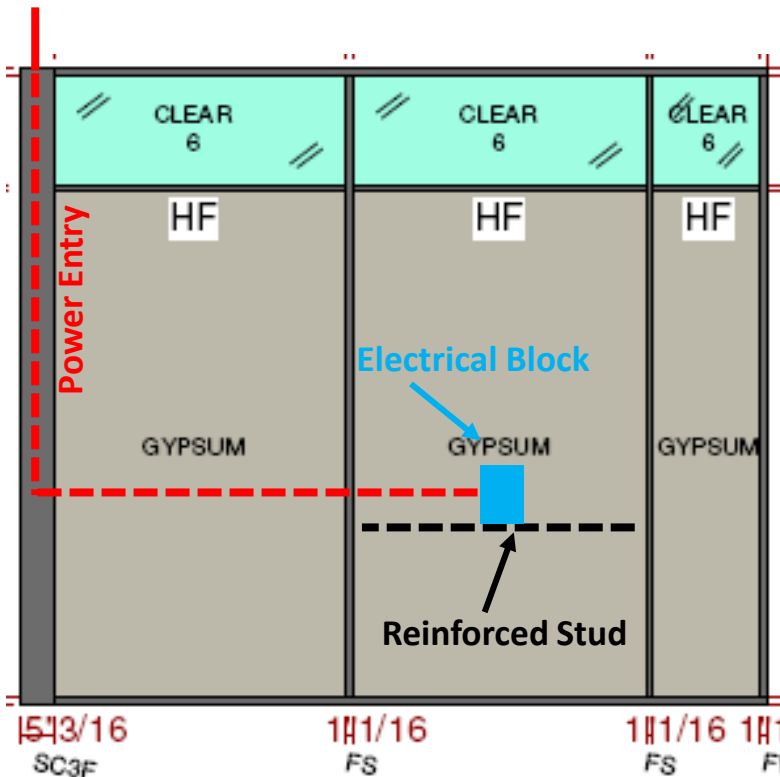
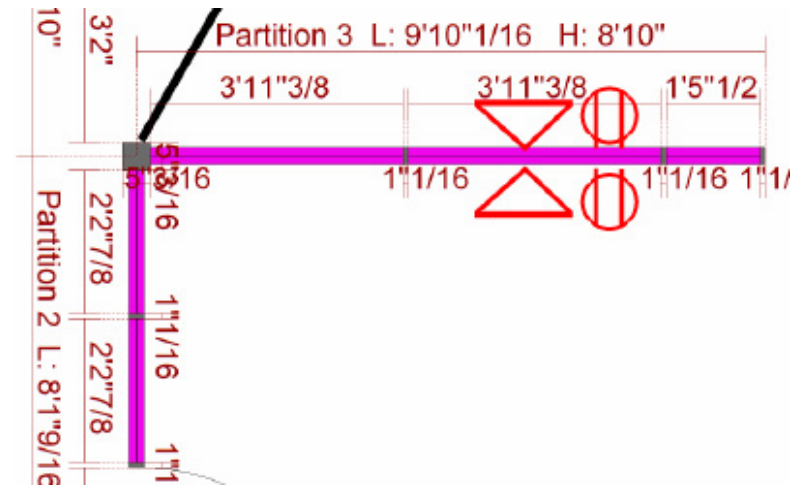
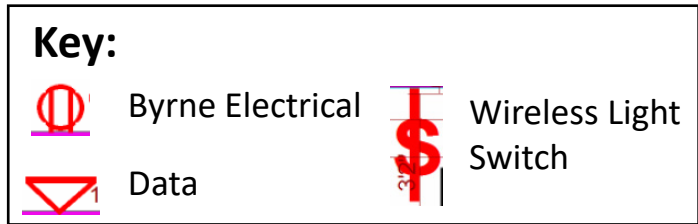
NxtWall sends the proper length of Power Entry and Jumpers based on the drawing. Use the drawing to determine the location(s) of the Byrne System.

Example Using Partition 24:

The Power Entry is brought through the Flex Track down into the first Single Half Block mounted to the Reinforced Stud. The Power Entry is plugged into the Single Half Block. Then, a Jumper is used to connect the first Single Half Block to the second Single Half Block in the next panel. Power will only be available on one side of the wall per the drawing.

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Byrne Electrical Pathway for Solid Panels with Clerestory:



Partition 3

When installing the Byrne Electrical System with a Glass Clerestory, the Power Entry will need to be brought down through the Flex Post. Exceptions to this would be a building's power source coming through the floor or existing walls.

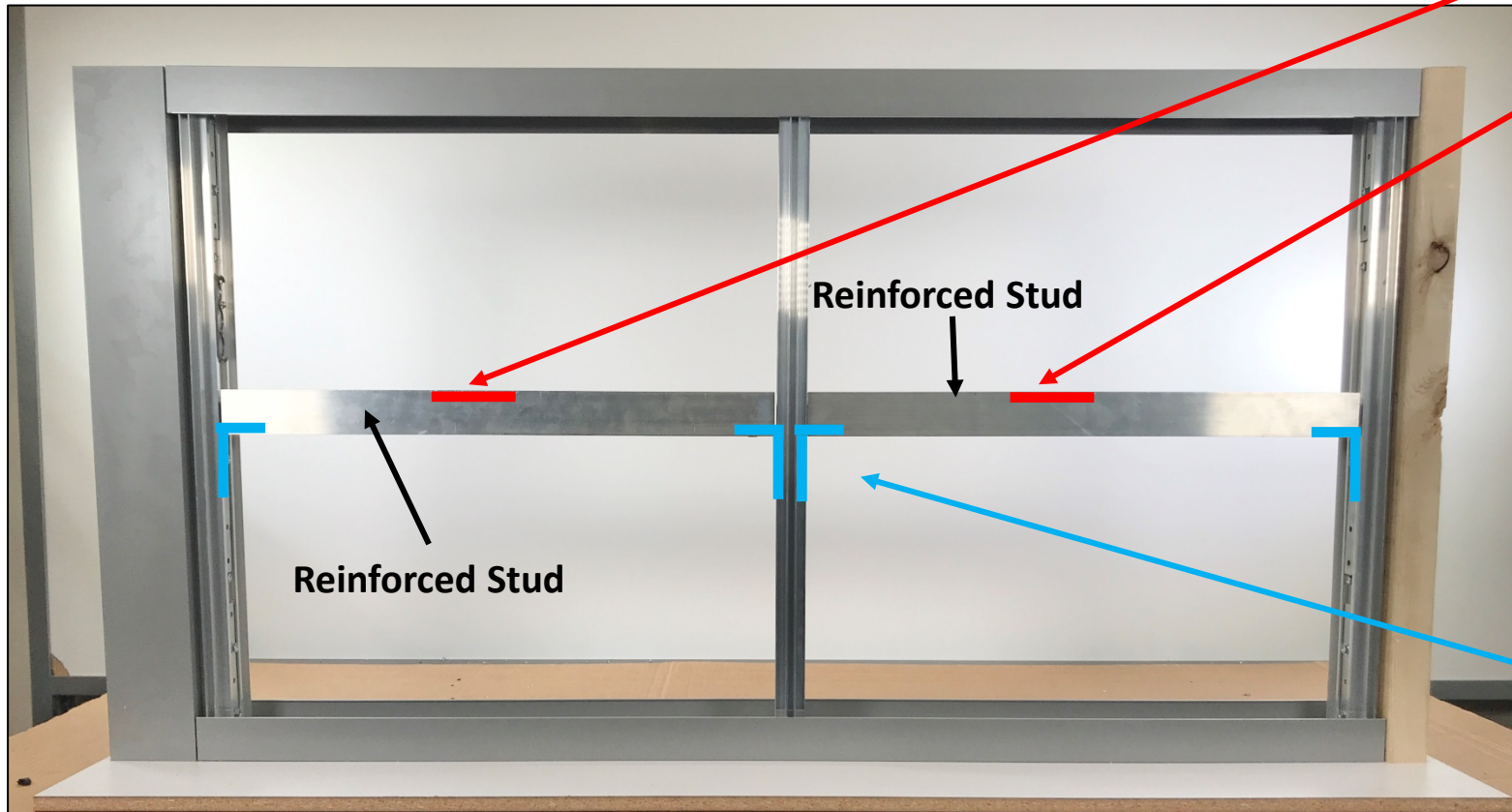
NxtWall sends the proper length of Power Entry and Jumpers based on the drawing. Use the drawing to determine the location(s) of the Byrne System.

Example Using Partition 3:

Due to there being a clerestory, the Power Entry is brought down the Flex Post. The Power Entry is plugged into one Single Block mounted to the Reinforced Stud which will include Receptacles for each side of the wall per the drawing.

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Framing:



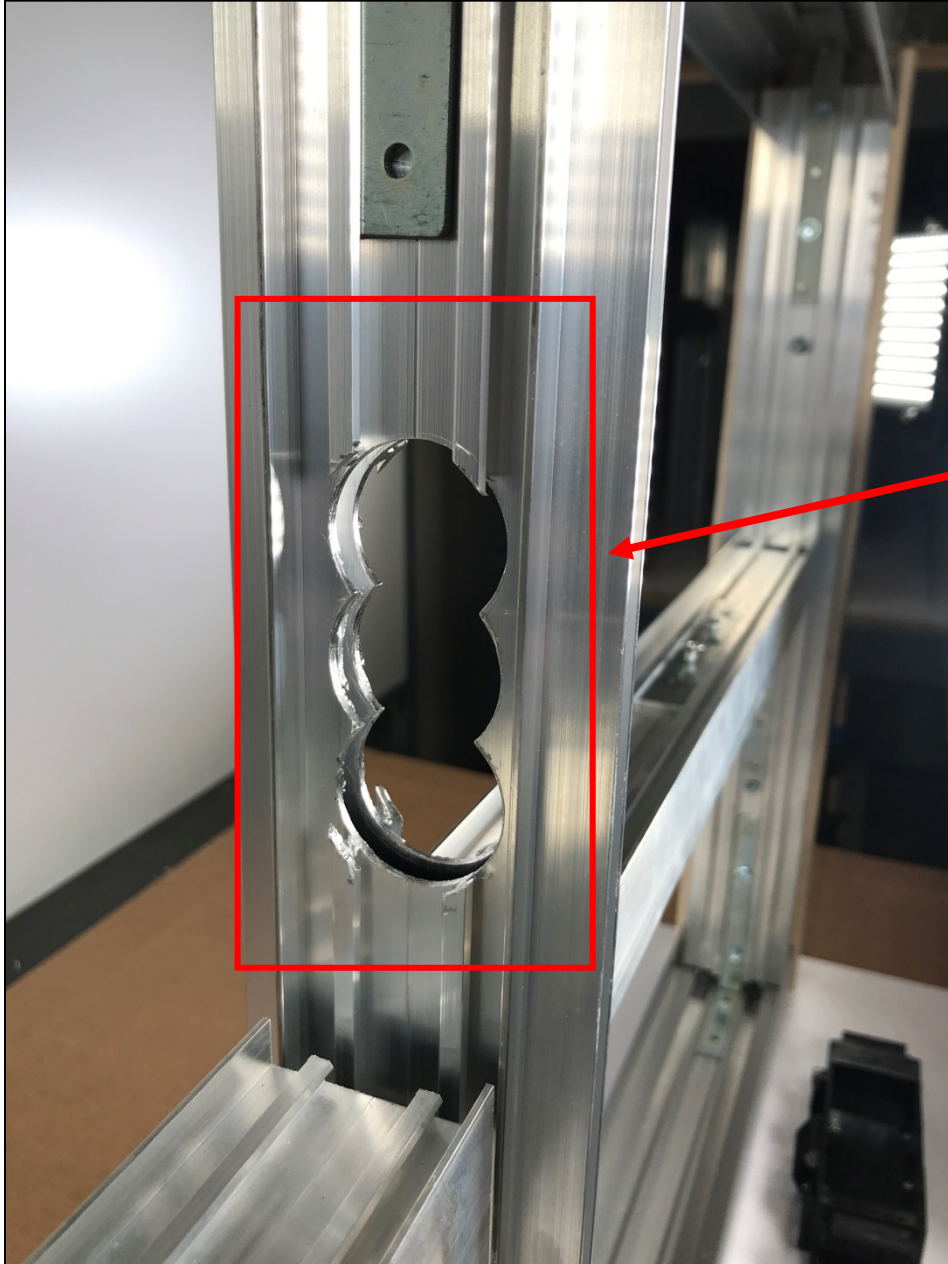
Reinforced studs are only needed at the electrical locations. Cut the Reinforced Studs to fit between the vertical Flex Studs. Cut the Reinforced Studs a 1/4" short, leaving a small gap to avoid bowing the vertical Flex Stud. Slide two Flex L-Brackets into the bottom side of the Reinforced Stud. Prior to attaching the L-Brackets, slide the Track Joiner in the top side of the Reinforced Stud.

Determine the desired height of the receptacles and then attach the L-Brackets to the vertical studs.

NOTE: NxtWall does not provide the receptacle heights. We recommend discussing this with the customer.

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Stud Prep:



In the locations where the Power Entry and/or Jumpers are needed to pass through a Post/Flex Stud or Flex Stud a hole will need to be drilled out to allow the heads of the Power Entry and/or Jumpers to be brought through.

The hole size must be at least 2 ½" x 1" to fit the heads of the Power Entry and Jumpers. Aesthetics are not a concern when drilling the holes.

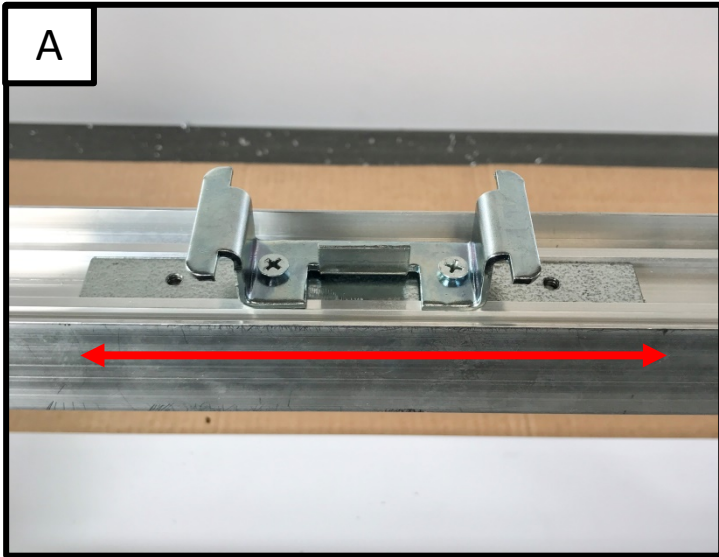
We recommend using a 1" Hole Saw bit to drill three holes vertically which will create a large enough hole, see photos for reference.



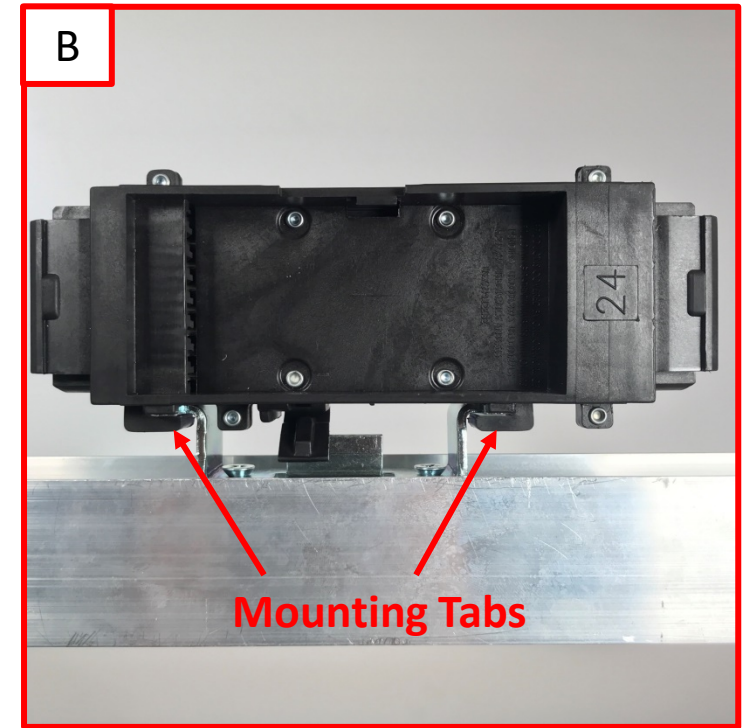
****Completed Installation****

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

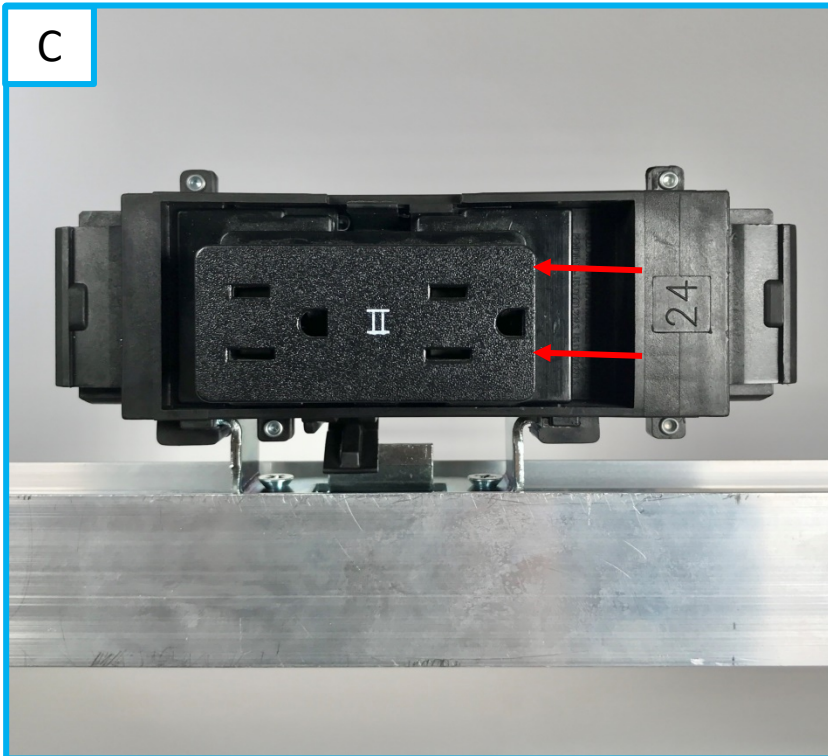
Mounting Electrical:



A: Attach the Raceway Bracket to the Track Joiner. Use the set screws already installed in the Track Joiner. The Track Joiner & Bracket can be slid side-to-side until it is in the desired location. Tighten the set screws to fix in place.



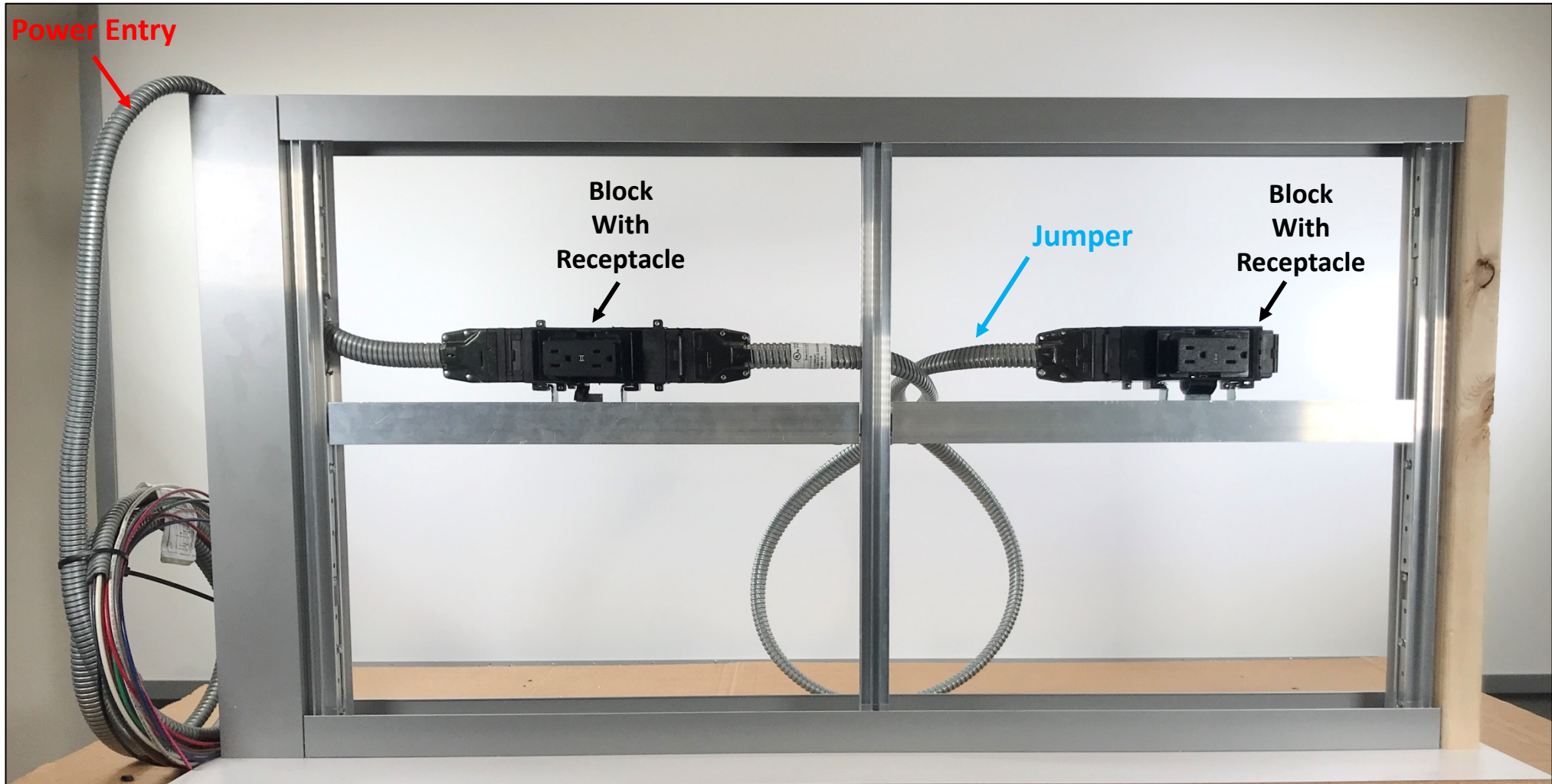
B: Slide the Byrne electrical block onto the mounting bracket tabs until it locks into place.



C: Push the receptacle into the electrical block. Then, slide the receptacle all the way to the side to lock it into place.

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Power Entry and Jumpers:



Run the Power Entry and Jumper feeds through the determined locations and connect to the electrical blocks. The Power Entry/Jumpers simply plug into the electrical blocks. Jumpers are used to connect one electrical block to the other.

Note: Connecting the Byrne Electrical System to the building's power supply is to be completed by a Certified Electrician only.

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Face Plate Installation:



Cut the hole for the Receptacle in the solid panel. Install the solid panel into the wall. Install the Faceplate over the Receptacle and attach using the provided 1" screws.

Note: There are small machine screws in the package with the Faceplate, these screws cannot be used. The 1" wood screws will need to be used. The wood screws will screw directly into the solid panel, there is not a threaded hole for these screws.

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

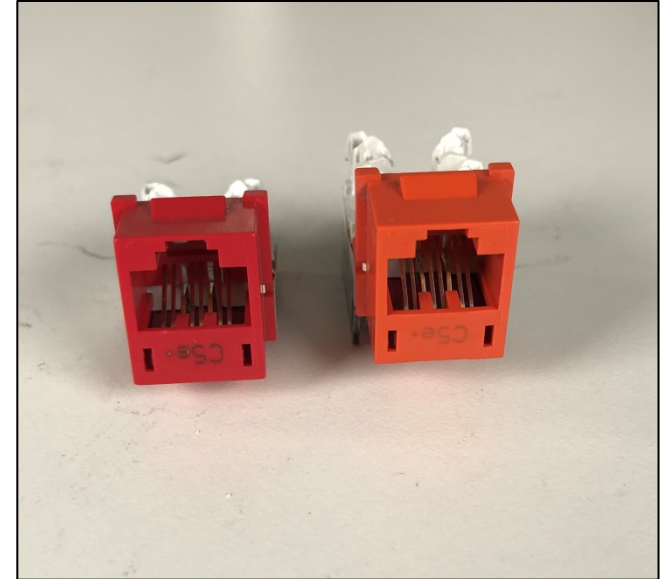
Materials - Low Voltage Data Components :



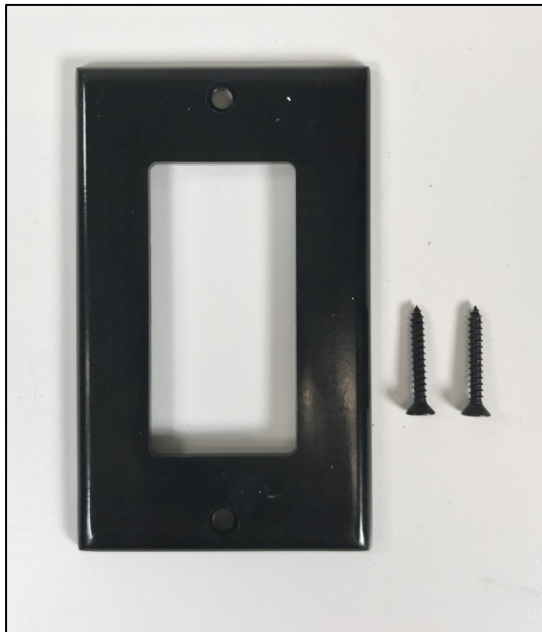
Mounting Plate



Quickport Insert



Data Ports

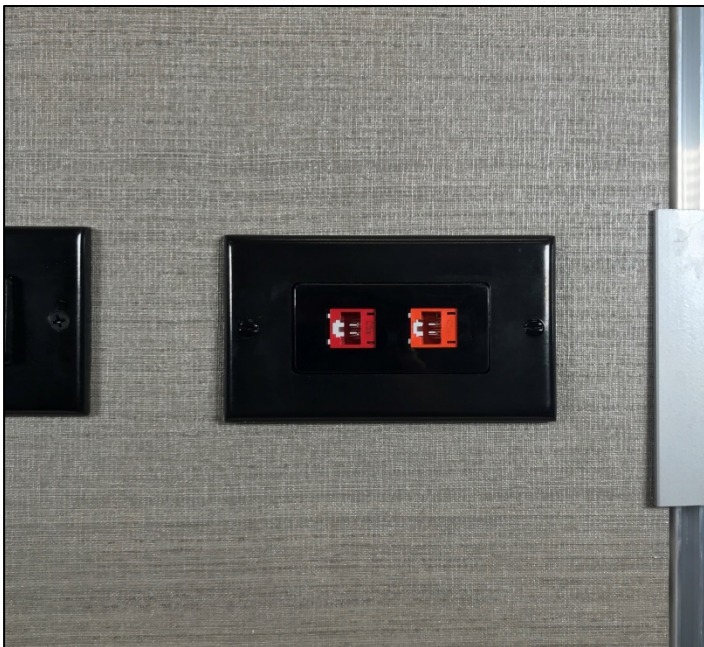


Face Plate with Screws

Note: Nxtwall does not provide the data cable. This is to be provided by others.

Flex Series - Byrne Electrical System Installation/Low Voltage Installation

Low Voltage Data Installation:



1. Cut the hole into the solid panel for the Data location.
2. Install the mounting plate into the hole, tighten the screws until the plate is tight on the panel.
3. Install the Quickport Insert onto the mounting plate.
4. Press the Data Ports into the Quickport Insert.
5. Install the Faceplate. **(Note: The machine screws that come with the faceplate can be used to attached the faceplate to the mounting plate).**
6. Installation is complete. A Data Technician is needed to run the data cabling.