

ADDENDUM NO. 1

Date: March 5, 2024
 Project: West Regional Library Renovation
 Cary, NC
 Bids Due: Thursday, March 28, 2024 at 2:00 pm

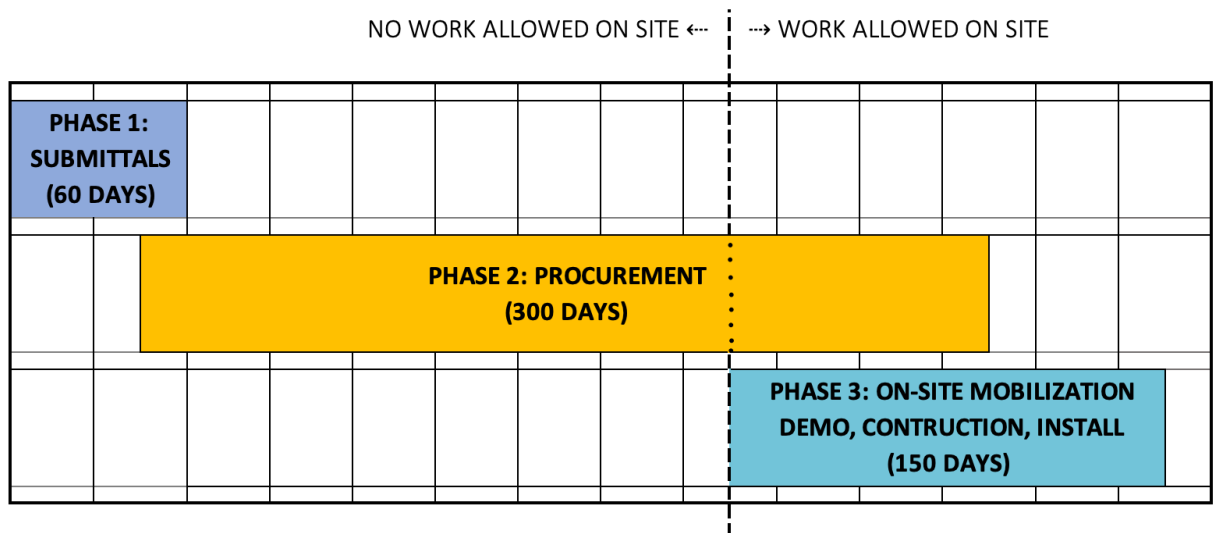
Attached and described below are amendments to the original bid documents for this project. Please acknowledge receipt of this addendum on your bid proposal form. Failure to do so may result in the disqualification of your bid.

CLARIFICATIONS:

1. Items below indicated as 'Revised' are being reissued.
2. Individual specification sections and materials that have been revised are attached. Alternatively, a revised Project Manual Volume 1 with these revisions incorporated is available for download.

SUPPLEMENTAL INFORMATION:

3. A Pre-Bid Meeting Summary and Sign-In Sheets are attached.
4. A voluntary second on-site walkthrough will be held at the Library Monday, March 11th at 1:30PM with Sigma Engineered Solutions.
5. Clarification of the Contract phases described in Supplementary General Conditions Paragraph 1.13 is represented in the graphic below, showing how the phases overlap:



PROJECT MANUAL:

6. The Bid Proposal Form included in Project Manual Volume 1, page 0400-3 has been revised as follows:

- Wording for Alternate No. 2 “Replace Toilet Compartments” changed to “Existing Toilet Compartments to Remain.”
7. Specification Section 012300 “Alternates” has been **revised** as follows:
 - Part 3.1.B: Changed title of Alternate No. 2: “Replace Toilet Compartments” to “Existing Toilet Compartments to Remain.”
 8. Typical Supplementary General Conditions included in Project Manual Volume 1, Paragraph 1.13 has been **revised** as follows:
 - Added the *italicized* wording to the description of Phase 2: Procurement (building is occupied by Owner, no work allowed on site without written permission from Owner *before Phase 3 begins*)
 9. Specification Section 102600 “Wall and Door Protection” has been **revised** as follows:
 - Removed unnecessary notes in the margin.

END OF ADDENDUM NO. 1

MEETING SUMMARY

Project: West Regional Library
Cary, NC

Number: 2023_0030

Date: February 29, 2024

Time: 10:00 AM

Report By: Logan Pate, Clearscapes

Topic: Renovation Pre-Bid Meeting

Attendees: Patrick McHugh, Wake County FDC
Maged Sedarous, Wake County FDC
Chris Darden, Darden Construction
Dean Denning, Monteith Construction
Joshua Reeder, Salisbury & Moore Construction
Ben Hockaday, Hockaday Mechanical Corporation
Tim Cothran, Riggs-Harrod Builders, Inc.
Tim Balkus, TCC Enterprises, Inc.
Lauren Clum-Russell, Riley Contracting Group
Chad Hensley, BAR Construction
Kevin Gaskins, MLB Construction
Chandler Wynn, CMC Building, Inc.
Emily Morgan, Clearscapes
Logan Pate, Clearscapes

This report is the writer's interpretation of the events, discussions, and transactions that took place during the meeting. If there are any additions and/or corrections, please inform the writer within three (3) days.

1. Introductions

- Sign-in Sheet, Introduction of Project Personnel – Roles and Responsibilities

2. Bid Documents and Distribution

- Bid documents may be obtained by sending e-mail request to the architect's project manager Logan Pate at Clearscapes at the following address: lpate@clearscapes. A link for downloading pdf files of the drawings and specs will be provided.
- Bidders are asked to register with Clearscapes in conjunction with downloading bid documents so that project interest and number of potential bidders may be accurately recorded by Wake County for reference.

3. Critical Items for Bidders

- Time and date for receipt of bids is 2:00 pm on Thursday, March, 28, 2024 at Wake County Procurement Services located in the Wake County Justice Center, 301 McDowell Street, Suite 2900, Raleigh NC 27601. The Wake County Justice Center is located at the intersection of McDowell and Martin Streets. Please allow additional time for security scanning upon arrival. Stairs and elevators leading to Suite 2900 are located immediately beyond security scanning. Bids are to be opened in Conference Room 2902.
- Bid opening will occur immediately following submission of the bids received at the time, date and location noted above.
- The Bid opening will follow the formal bidding process for public bids with the bids opened, read aloud and recorded.
- Bids will be opened by a representative from Wake County Finance Procurement.
- Drawing and technical specification inquiries should be directed to Logan Pate at Clearscapes: lpate@clearscapes.com.
- All inquiries, questions, requests for substitution, and/or clarifications must be submitted in writing via the Clearscapes contact e-mail noted above according to the directions given in Section 012500 SUBSTITUTION PROCEDURES, General Conditions Article 6.3, and in the Instructions to Bidders no later than 12:00 p.m. on Friday, March 15, 2024. Substitution requests must show side by side comparison of specification requirements and how it is equal or better than the specified product.
- Bid bond of 5% is required with formal bid. *No bid will be considered or accepted unless accompanied by this bid bond.*
- Doublecheck to make sure *all* required forms are included with submitted bid:
 - **Bid Bond**
 - **Bid Form**
 - **Acknowledgement of Addenda**
 - **Signature Page(s)**
 - **Wake County MBE forms** (see below)
 - **Unit prices** (refer to Bid Form, Sections 012100 and 012200 in Specifications)
 - **Alternates** (refer to Bid Form and Section 012300 in Specifications)

4. Minority and Woman-Owned Business Enterprise (MWBE) Requirements

- Wake County provides minorities and women equal opportunity to participate in all aspects of its construction program consistent with NCGS §143-8. Bidders shall comply with the requirements of the Wake County Minority and Women Business Enterprise Program, as outlined in Section 005500 of the Project Manual.
- Wake County's goal is to contract or sub-contract 10% to Certified MWBEs on construction projects.
- MWBE goals for each bid will be recorded at the bid opening.

- Bidders must agree to follow Minority Business Participation Requirements and exercise good faith efforts to recruit and select Minority Businesses for Participation in any awarded contract.
- Required MBE construction forms to be submitted with bid are noted in Section 005500 of the Project Manual, and include:
 - Wake County Form MBE 1 – Identification of Minority Business Participation Form
 - Wake County Form MBE 2 – Listing of the Good Faith Effort
 - Wake County Form MBE 3 – Intent to Perform Contract with Own Workforce
- Upon notification of being the apparent lowest responsible, responsive bidder, the bidder must then file within 72 hours of the notification **Wake County Form MBE-4**. It includes that portion of the Work to be Performed by Minority Business. Also included is a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and **Wake County Form MBE-5** is not necessary, **OR** If less than the 10% goal, **Wake County Form MBE-5** documenting all good faith efforts to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the project.

5. Project Overview and Overall Scope of Work

- The approximately 29,000 SF renovation project includes but is not limited to: upgrading of interior finishes including removal of certain existing finishes in preparation for installation of new finishes, plus the addition and replacement of miscellaneous items such as window shades. The project also includes plumbing, major mechanical and electrical work associated with the interior work. Select millwork will be refinished in addition to installation of new millwork. Limited door and wall work is also included. Exterior improvements include cleaning of the building exterior and removal and replacement of building exterior sealants, building lighting replacement, bollard covers and replacing the air-cooled chiller.
- The scope of work will also include alternates, which are listed under Items 7 & 8.
- GC will be required to coordinate with library shelving and furniture contractors, which are under a separate contract with the Owner.

6. General Notes

- This project is being bid as a Single Price Contract. All contractors must have a valid GC license in the state of North Carolina.
- All work shall take place during normal business hours 7:00am – 7:00pm, Monday through Friday.

- Contractors must abide by any work time restrictions set by the Town of Cary, including any noise ordinances.
- Particular attention must be given to noise control and construction activities and scheduling must be considerate of neighbors in the surrounding residential neighborhood.
- This project is currently in Development Plan review with the Town of Cary for the exterior improvements, and the interior renovation will be reviewed and permitted through the Wake County's Inspections and Permits department.

7. Alternates to include the following:

- Alternate No. 1: Replace AHU-1.
 1. Base Bid: Existing Air Handling Unit #1 to remain.
 2. Alternate: Replace Air Handling Unit #1 as specified in Division 23 "Heating, Ventilation and Air Conditioning." Include AHU unit, enlarging housekeeping pad, ductwork, plenum box and reworking duct detector.
- Alternate No 2: Existing Toilet Compartments to Remain
 1. Base Bid: Replace toilet compartments and associated accessories as specified in Section 102113 "Plastic Toilet Compartments" and Section 102800 "Toilet and Bath Accessories."
 2. Alternate: Existing toilet compartments to remain as existing.

8. Preferred Alternates

- A public meeting will follow this pre-bid to identify the preferred alternates and their performance standards pertinent to this project.
- Preferred Alternates Include the following:
 - Alternate No. A: Preferred Brand Door Hardware.
 - Base Bid: Bid locksets and exit devices as specified in Section 087100 "Door Hardware."
 - Alternate: All new locksets to be Yale to match existing and the exit device for door 110 to be Sargent 80 series to match existing.
 - Alternate No. B: Preferred Brand Ceiling.
 1. Base Bid: Bid ceiling tiles as specified in Section 095113 "Acoustical Panel Ceilings."
 2. Alternate: Acoustical ceiling panels to be Armstrong World Industries, Inc. Ultima 1911A and Armstrong Prelude ML 15/16" Exposed Tee, both to match existing.

9. Allowances

- Allowance No. 1: Lump-Sum Allowance: Include the sum of \$45,000 for Telecom/wiring.
 1. This allowance is for manufacturer's invoice cost for material and installation only.
 2. Base Bid includes applicable taxes, receiving, handling, delivery, and Contractor overhead and profit.
- Allowance No. 2: Lump-Sum Allowance: Include the sum of \$44,000 for signage, including wall decal.
 1. This allowance is for manufacturer's invoice cost for material and installation only.
 2. Base Bid includes applicable taxes, receiving, handling, delivery, and Contractor overhead and profit.
- Allowance No. 3: Lump-Sum Allowance: Include the sum of \$93,000 for security.
 1. This allowance is for manufacturer's invoice cost for material and installation only.
 2. Base Bid includes applicable taxes, receiving, handling, delivery, and Contractor overhead and profit.
 3. Conduit, door hardware and electrical power supporting the security system is part of the Base Bid.
- Allowance No. 4: Lump-Sum Allowance: Include the sum of \$15,000 for building permit and unforeseen conditions.
 1. The costs of all inspection fees are the responsibility of the General Contractor and are not included in the allowance. Note: the actual cost of the Building Permit will be rectified via change order once the correct amount is known.
- Allowance No. 5: Include an allowance for exit signs, including 50 LF of conduit and wiring, material and labor. Allowance Quantity: 2 each.
- Allowance No. 6: Include an allowance for horn/strobes, including 50 LF of conduit and wiring, material and labor. Allowance Quantity: 2 each.
- Allowance No. 7: Include an allowance for smoke detectors, including 50 LF of conduit and wiring, material and labor. Allowance Quantity: 2 each.

10. Delegated Design Items

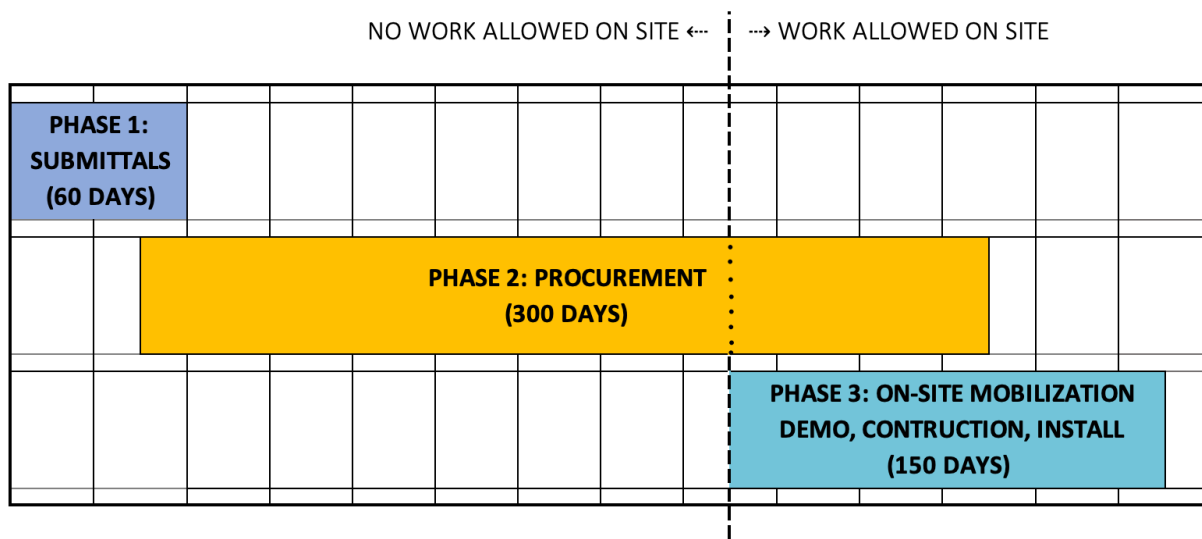
- Non-Structural Metal Framing – new interior non-loadbearing partitions
- Fire Protection – new sprinkler head in new book return room

11. Project Schedule – Bidding and Construction

- Contractors questions due in writing via email by 12:00pm on Friday, March 15th, 2024.
- First Addendum to be posted on Tuesday, March 5th, 2024

- Second/Final Addendum to be posted Thursday, March 21st, 2024.
- Bid Opening at 2:00pm Thursday, March 28th, 2024.
- Bid award and approval by Wake County: Anticipated early May 2024.
- Issuance of Notice to Proceed expected approximately early June 2024.
- The Contract time for construction is 405 consecutive calendar days, beginning on the Date of Commencement as specified in the written Notice-to-Proceed. The Contract Time will be structured in overlapping phases:

- Phase 1: Submittals (building is occupied by Owner, no work allowed on site without written permission from Owner). Phase 1 duration is 60 consecutive calendar days, beginning on the date of commencement as specified in the written Notice-to-Proceed.
- Phase 2: Procurement (building is occupied by Owner, no work allowed on site without written permission from Owner before Phase 3 begins). Phase 2 duration is 300 consecutive calendar days beginning 45 consecutive calendar days after the date of commencement.
- Phase 3: On-site mobilization for demolition, construction and installation (building is not occupied by Owner). Phase 3 duration is 150 consecutive calendar days, and completion shall align no later than with the completion of the overall Contract Time of 405 consecutive calendar days.



- The rate for liquidated damages is located in the project manual, Article 13 of the Supplemental General Conditions.

12. Expectations During Construction

- Attention to noise control and working hours of construction activities
- Attendance of GC and pertinent subs at regular project meetings
- Appropriate communication channels and providing adequate notice of activities requiring additional coordination or lead time
- Keep a clean and safe site

- Meet all regulatory agencies' requirements
- Quality workmanship
- Coordinate all trades on site and scheduling of work and site access for shelving and furniture installers
- Respectful attitude regarding working hours, work in Right of Way, considerate of neighbors etc.

13. Additional Comments

- GC license number is required to bid.
- Submissions deemed as 'non-responsive' will have these envelopes returned.
- Follow up after bidding - Performance and payment bonds shall be required of selected bidder prior to execution of the Contract.

14. Follow Up

- The first addendum will be issued on March 5, 2024 and will include minutes and answers to questions.

15. Conduct Site Visit / Walkthrough of West Regional Library with Architect and Wake County staff

16. Questions / Any Other Items

- Alternates Clarifications
 - Alternate No. 1: Replace AHU-1 - who is to furnish AHU-1? Team confirmed that the Owner is to furnish this unit.
 - Alternate No. 2: New Toilet Compartments - Team confirmed that alternate (existing toilet compartments to remain as existing) is a deduct alternate. CSPA to adjust language on bid form and Alternates section 012300 to reflect.
- Allowances Clarifications
 - Owner confirmed that taxes and overhead are to be included in base bid.
- Contract Time
 - Team discussed overlapping phases outlined in the Contract Time. Clarification of phases was requested. CSPA to provide chart visually representing durations and overlap of construction phases (see part 11 of these minutes).
- General question about storage of AHU or other equipment and protection of materials
 - Wake County FDC clarified that procurement duration was based on long lead items, with the anticipated AHU lead time being approximately 6 months.
 - General Conditions state that equipment may only be stored in a bonded warehouse. Owner can potentially accept a container on site for smaller items, but in phases when the library is open there needs to be a clear space approved and identified.

- Wake County FDC confirmed that all media will be removed by Owner (books, paper, etc.), along with shelving prior to start of construction.
- Project Budget
 - The anticipated project budget range is \$2.1-2.6 million.
- Permit Allowance (Allowance No. 4)
 - The zoning permit will be through the Town of Cary (cost expected to be small)
 - The building permit will be issued by Wake County - permit cost can be identified in Wake County Schedule
- Site Visit / Walkthrough with Subcontractors
 - A voluntary second on-site walkthrough will be held at the Library Monday, March 11th at 1:30PM with Sigma Engineered Solutions.

17. Preferred Alternates Meeting

- A public meeting was held following the pre-bid to identify the preferred alternates and their performance standards pertinent to this project:
 - Alternate No. A: Preferred Brand Door Hardware. Needed to maintain building standard for consistent parts throughout the building for ease of service and maintenance. Also maintains consistent hardware style to match the existing hardware already installed in the building for a uniform aesthetic.
 1. Base Bid: Bid locksets and exit devices as specified in Section 087100 "Door Hardware."
 2. Alternate: All new locksets to be Yale to match existing and the exit device for door 110 to be Sargent 80 series to match existing.
 - Alternate No. B: Preferred Brand Ceiling. Needed to maintain building standard for consistent parts throughout the building for ease of service and maintenance. Also maintains consistent color, texture, and finish to match the existing ceilings already installed in the building, which is critical when installing a new ceiling tile or grid component in an existing grid with tiles for a uniform appearance throughout the ceiling field.
 1. Base Bid: Bid ceiling tiles as specified in Section 095113 "Acoustical Panel Ceilings."
 2. Alternate: Acoustical ceiling panels to be Armstrong World Industries, Inc. Ultima 1911A and Armstrong Prelude ML 15/16" Exposed Tee, both to match existing.

End of Meeting Summary



**Wake County Facilities Design & Construction Division
West Regional Library Renovation
Pre-Bid Meeting – Sign-in Sheet**

Date: Thursday, February 29, 2024 at 10:00 a.m.

Location: West Regional Library – 4000 Louis Stephens Drive, Cary, NC

Attendee Sign-In Info:				Wake County is evaluating minority business interest in County projects. If you are representing a HUB or DBE firm, please let us know the following: information:		
				NCHUB or NCDBE?	Does this project interest you as a Prime or a Sub? (check one)	
Name	Company	Phone	Email		Prime	Sub
Chris Darden	Darden Construction	910-530-2011	Chris@DardenConstruct.com		<input checked="" type="checkbox"/>	
Dean Denning	Monteith Construction	919-750-4198	ddenning@monteithco.com		<input checked="" type="checkbox"/>	
Joshua Reeder	Salisbury & Moore Const	984-302-7838	joshua.reeder@salisburymoore.com		<input checked="" type="checkbox"/>	
Ben Hockaday	Hockaday Mech.	919-277-0485	ben@hockaday.com			<input checked="" type="checkbox"/>
Tim Cothran	Riggs-Harrad	919-687-0111	tcothran@righsharrad.com		<input checked="" type="checkbox"/>	
Tim Balkus	TCC Enterprises Inc.	919-327-393	timothy.Balkus.tcc@gmail.com		<input checked="" type="checkbox"/>	
Lauren Ann Russell	Riley Contracting Group	919-467-6104	estimating@rileycontracting.com		<input checked="" type="checkbox"/>	



Wake County Facilities Design & Construction Division
West Regional Library Renovation
Preferred Alternates Meeting – Sign-in Sheet

Date: Thursday, February 29, 2024

Location: West Regional Library – 4000 Louis Stephens Drive, Cary, NC

Attendee Sign-In Info:

Name	Company	Phone	Email
Patrick McHugh	Wake County FDC	919-856-6337	patrick.mchugh@wake.gov
Logan Pate	Clearscapes	919.821.2775	lpate@clearscapes.com
Emily Morgan	Clearscapes	919.821.2775	emorgan@clearscapes.com

**West Regional Library Renovation
Cary, NC**

Project No. 24-007

BID PROPOSAL FORM

(USE THIS FORM ONLY. Bids submitted on anything other than the form(s) provided may be considered non-responsive and subject to rejection)

**SINGLE PRIME GENERAL CONSTRUCTION WORK
FORMAL CONTRACT**

BIDDERS NAME

_____ License Number: _____

BASE BID PROPOSAL

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

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

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

Base Bid _____ Dollars (\$_____).

SUBCONTRACTOR LISTING

PLUMBING CONTRACTOR

Name: _____ License Number: _____

\$ _____

HVAC CONTRACTOR

Name: _____ License Number: _____

\$ _____

ELECTRICAL CONTRACTOR

Name: _____ License Number: _____

\$ _____

FIRE PROTECTION CONTRACTOR

Name: _____ License Number: _____

\$ _____

(OTHER CONTRACTOR)

Name: _____ License Number: _____

\$ _____

(OTHER CONTRACTOR)

Name: _____ License Number: _____

\$ _____

(OTHER CONTRACTOR)

Name: _____ License Number: _____

\$ _____

ALTERNATES

Should any of the alternates as described in the specifications be accepted, the amount written below shall be the amount to "add to" or "deduct from" the Base Bid. If to be "deducted from" Base Bid, put minus sign (-) in parentheses at head of alternate and plus sign (+) in parentheses if to be added. Refer to Section 012300 for description of alternates.

Alternate No. 1: Replace AHU-1.
_____ Dollars (\$_____)

Alternate No. 2: Existing Toilet Compartments to Remain.
_____ Dollars (\$_____)

PREFERRED BRAND ALTERNATES

If the preferred alternate is included in the Base Bid amount, the bidder should list \$0.00 for that preferred alternate.

Preferred Alternate No. A: Locksets to be Yale to match existing and the exit device for door 110 to be Sargent 80 series to match existing. Dollars(\$_____)

Preferred Alternate No. B: Acoustical ceiling panels to be Armstrong World Industries, Inc. Ultima 1911A and Armstrong Prelude ML 15/16" Exposed Tee, both to match existing. Dollars(\$_____)

UNIT PRICES

Unit prices are complete for labor, equipment, material, overhead and profit. Base bid includes the stipulated allowance quantity of each item. Unused amount will be credited to the Owner by change order at the end of the project.

Description	Unit Price	Unit Measure	Allowance Units
Exit Signs		Each	2
Horn/Strobes		Each	2
Smoke Detectors		Each	2

MINORITY BUSINESS PARTICIPATION REQUIREMENTS; 143.128.2.c

Provide with the bid - Under GS 143-128.2(c) the bidder shall identify and include **with the bid**, **Wake County Form MBE-1 Identity of Minority Business Participation**, the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **All bidders must submit, with the bid, Wake County Form MBE-1 Identity of Minority Business Participation Form even if there is zero MBE participation.**

Also include with the bid a list of the good faith efforts made to solicit minority participation in the bid effort, **Wake County Form MBE-2 Listing of the Good Faith Effort.**

NOTE: A contractor that performs all of the work with its own workforce may submit **Wake County Form MBE-3-Intent to Perform Contract with Own Workforce**, to that effect in lieu of **Wake County Form MBE-2-Listing of the Good Faith Effort.**

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent lowest responsible, responsive bidder, the bidder must then file within 72 hours of the notification **Wake County Form MBE-4.** It includes that portion of the Work to be Performed by Minority Business. Also included is a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and **Wake County Form MBE-5** is not necessary,

OR

If less than the 10% goal, **Wake County Form MBE-5** documenting all good faith efforts to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the project.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MBE contractors, vendors, and suppliers that will be used. If there is no MBE participation, then enter none or zero on the form. **Wake County Form MBE-2** or **Wake County Form MBE-3** as applicable must also be submitted with the bid. Failure to submit a required affidavit or form with the bid or within the time required may be grounds for rejection of the bid.

Attach to Bid Form

Wake County – Form MBE-2 (2002)

Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

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

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 1.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer _____

Signature _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Attach to Bid Only If Bidder Performs All Work With Own Workforces

Wake County Form MBE-3 (2002)
Intent to Perform Contract with Own Workforce

Affidavit of

_____ (Name of Bidder)

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

_____ (Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

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

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

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

CERTIFICATION OF PROPOSER:

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of Wake County and shall fully complete all work thereunder within the number of consecutive calendar days stipulated in the Supplementary General Conditions. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

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

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

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

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

The undersigned agrees not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

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__

PROPOSER SIGNATURE PAGE

(Name of Firm or Corporation making Bid)

By: _____

WITNESS:

(Proprietorship or Partnership)

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

Address: _____

License Number: _____



Affix Corporate Seal Above

ATTEST:

By: _____

Title: _____
(Corporation Secretary or Assistant Secretary only)

TYPICAL SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

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

ARTICLE 1 - DEFINITIONS

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

The Contract Time is 405 consecutive calendar days, beginning on the Date of Commencement as specified in the written Notice-to-Proceed. The Contract Time will be structured in overlapping phases:

Phase 1: Submittals (building is occupied by Owner, no work allowed on site without written permission from Owner). Phase 1 duration is 60 consecutive calendar days, beginning on the date of commencement as specified in the written Notice-to-Proceed.

Phase 2: Procurement (building is occupied by Owner, no work allowed on site without written permission from Owner before Phase 3 begins). Phase 2 duration is 300 consecutive calendar days beginning 45 consecutive calendar days after the date of commencement.

Phase 3: On-site mobilization for demolition, construction and installation (building is not occupied by Owner). Phase 3 duration is 150 consecutive calendar days, and completion shall align no later than with the completion of the overall Contract Time of 405 consecutive calendar days.

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

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

The Drawings applicable to this Contract are as follows:

G000 - COVER
G001 - GENERAL NOTES
G002 - CODE SUMMARY
G003 - LIFE SAFETY PLANS
G004 – UL DETAILS
G005 – WALL LEGEND & DOOR SCHEDULE
D101 - DEMOLITION PLAN
D102 - DEMOLITION REFLECTED CEILING PLAN
A101 - FLOOR PLAN

A111 - REFLECTED CEILING PLAN
A121 - FINISH PLAN
A201 - BUILDING ELEVATIONS
A202 - BUILDING ELEVATIONS
A401 - ENLARGED PLANS, INT. ELEVS. & DETAILS
A402 - ENLARGED PLANS, INT. ELEVS. & DETAILS
A403 - ENLARGED PLANS, INT. ELEVS. & DETAILS
A404 - ENLARGED PLANS, INT. ELEVS. & DETAILS
FP001 - FIRE PROTECTION NOTES AND LEGEND
FP200 – FIRE PROTECTION NEW WORK PLAN
P001 - PLUMBING LEGENDS, NOTES AND SCHEDULE
P200 - PLUMBING NEW WORK PLAN
M001 - MECHANICAL LEGENDS AND NOTES
M002 - MECHANICAL SCHEDULES
M100 - MECHANICAL DEMOLITION PLAN
M110 - MECHANICAL DEMOLITION ENLARGED PLAN
M111 – MECHANICAL DEMOLITION ENLARGED PLAN ALTERNATE
M200 - MECHANICAL NEW WORK PLAN
M300 – ENLARGED MECHANICAL ROOM
M301 – MECHANICAL ROOM ELEVATIONS
M302 – MECHANICAL ROOM RENDERINGS
M400 - MECHANICAL PIPING SCHEMATICS
M410 - MECHANICAL SCHEMATICS
M410 - MECHANICAL SCHEMATICS
M500 – MECHANICAL LEGENDS AND NOTES
M501 – MECHANICAL DETAILS
M502 – MECHANICAL FIRE PENETRATION DETAILS
E001 - ELECTRICAL LEGEND
E002 - GENERAL NOTES & SCHEDULES
E100 - LIGHTING DEMOLITION
E101 - POWER DEMOLITION
E102 - EXIST. UG PATHWAYS/FL. BOX WORK
E200 - LIGHTING PLAN
E201 - POWER PLAN
E300 – ENLARGED PLANS
E400 – ELECTRICAL POWER RISERS
E500 – ELECTRICAL DETAILS
E501 – ELECTRICAL DETAILS
E600 – PANEL SCHEDULES
FA100 - FIRE ALARM DEMOLITION
FA200 - FIRE ALARM NEW WORK
FA400 - FIRE ALARM RISER AND MATRIX
FA401 – FIRE ALARM DETAILS
SEC200 - SECURITY NEW WORK
SEC400 - SECURITY DETAILS

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

Paragraph 3.3: At the end of the existing paragraph, add the following paragraph:

SUPPLEMENTARY GENERAL CONDITIONS (2010 Ed.)

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

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

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

“If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).”

“In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.”

Add the following paragraph:

- “3.5 A Pre-Bid Conference will be held on site at West Regional Library, 4000 Louis Stephens Drive, Cary, NC 27519 at 10:00 am, local prevailing time, on February 29, 2024. Purpose of conference is for prospective Bidders to familiarize themselves with the site and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of Drawings and Specifications can be made. Conflicts in documents, if any, will be

resolved by written addendum. (Reference “Instructions to Bidders, Paragraph 5 (for formal).”

ARTICLE 5. INSURANCE AND INDEMNITY

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

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

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

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

Paragraph 5.1.4: Add the following Paragraph:

“Pollution Legal Liability (PLL)

A PLL policy must be provided for the Project. Coverage must be sudden and non-sudden, and include:

- a) Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;
- b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; and
- c) Defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

The Owner must be named as Additional Insured, and a Non-Owned Disposal Site Endorsement must be provided, scheduling the appropriate landfill.

Minimum PLL limits of coverage shall be:

Per Loss	\$1,000,000
All Losses	\$2,000,000

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

Paragraph 6.1: At the end of the existing paragraph, add the following:

SUPPLEMENTARY GENERAL CONDITIONS (2010 Ed.)

“One (1) copy of the Contract Documents will be furnished to the General Contractor.”

Paragraph 6.6: Special requirements for submittal and record document media:

As-Built Documents: (1) electronic copy (pdf) on electronic media (USB)

Record Submittals: One (1) hard copy and one (1) electronic copy (pdf) on electronic media (USB).

ARTICLE 7. CONTRACTOR

Paragraph 7.2: Use this paragraph in lieu of the existing paragraph:

“The Contractor shall keep on the Project at all times during its progress a competent Project Manager and a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Architect except under extraordinary circumstances, in which event immediate written notice shall be given to the Architect and the Owner. The Project Manager and Resident Superintendent shall each have a minimum of ten (10) years experience on projects of similar scope and complexity with job responsibilities equivalent to those required on this Project. At any time, the Owner, in its sole discretion, may require the Contractor to replace the Project Manager and Resident Superintendent or both with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Contractor. Such replacement shall be at the Contractor’s expense and at no cost to the Owner. The Project Manager shall be the Contractor’s representative at the Project and shall have full authority to act on behalf of the Contractor and to receive any and all notices or instructions given pursuant to the Contract Documents.”

Paragraph 7.13: Amend with the addition of the following paragraph:

“The General Contractor shall secure and pay for all building permits, including plumbing, electrical, HVAC and for the permit from the office of the Fire Marshall. The Cost for the Express Permit Review, if necessary, will be paid by others and is not the responsibility of the Contractor.”

ARTICLE 10. DESIGNER

Add the following paragraphs:

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

Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.

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

ARTICLE 13 - CONTRACT TIME

Paragraph 13.18: Add the following:

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

Seven Hundred Fifty Dollars (\$750) per consecutive calendar day

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

Five Hundred Dollars (\$500) per consecutive calendar day

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

ARTICLE 29 – TAXES

Paragraph 29.1: Add the following to the existing paragraph:

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

Add the following paragraph under Article 29

29.3 This project is considered a “Capital Improvement” with respect to Real Property Contracts, and the collection of State sales and use tax, as referenced in North Carolina General Statutes and further clarified in sales and use tax bulletins issued by the North Carolina Department of Revenue. It shall be the responsibility of the Contractor to issue any affidavits of capital improvement to their subcontractors as necessary.

ARTICLE 36. GENERAL

Add the following paragraph:

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

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Replace AHU-1.

1. Base Bid: Existing Air Handling Unit #1 to remain.
2. Alternate: Replace Air Handling Unit #1 as specified in Division 23 "Heating, Ventilation and Air Conditioning." Include AHU unit, enlarging housekeeping pad, ductwork, plenum box and reworking duct detector.

B. Alternate No. 2: Existing Toilet Compartments to Remain.

1. Base Bid: Replace toilet compartments and associated accessories as specified in Section 102113 "Plastic Toilet Compartments" and Section 102800 "Toilet and Bath Accessories."
2. Alternate: Existing toilet compartments to remain as existing.

3.2 SCHEDULE OF PREFERRED ALTERNATES

A. Alternate No. A: Preferred Brand Door Hardware.

1. Base Bid: Bid locksets and exit devices as specified in Section 087100 "Door Hardware."
2. Alternate: All new locksets to be Yale to match existing and the exit device for door 110 to be Sargent 80 series to match existing.

B. Alternate No. B: Preferred Brand Ceiling.

1. Base Bid: Bid ceiling tiles as specified in Section 095113 "Acoustical Panel Ceilings."
2. Alternate: Acoustical ceiling panels to be Armstrong World Industries, Inc. Ultima 1911A and Armstrong Prelude ML 15/16" Exposed Tee, both to match existing.

END OF SECTION 012300

SECTION 102600 - WALL AND DOOR PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Corner guards.

1.3 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, impact strength, dimensions of individual components and profiles and finishes for each impact-resistant wall protection unit.
- B. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
 - 1. Corner Guards: 48 inches (300 mm) long. Include examples of joinery, corners, top caps and field splices.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each impact-resistant wall protection unit to include in maintenance manuals.
 - 1. Include recommended methods and frequency of maintenance for maintaining optimum condition of covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain impact-resistant wall protection units from single source from single manufacturer.

- C. Product Options: Drawings indicate size, profiles and dimensional requirements of impact-resistant wall protection units and are based on the specific system indicated. Refer to Section 014000 "Quality Requirements."
- D. Revise subparagraph below to suit Project.
 - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- E. Surface-Burning Characteristics: Provide impact-resistant, stainless steel wall protection units with surface-burning characteristics as determined by testing identical products per ASTM E 84, NFPA 255, or UL 723 by UL or another qualified testing agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store impact-resistant wall protection units in original undamaged packages and containers inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.
 - 1. Maintain room temperature within storage area at not less than 70 deg F (21 deg C) during the period materials are stored.
 - 2. Keep materials out of direct sunlight.
 - 3. Store wall protection components for a minimum of 72 hours, or until material attains a minimum room temperature of 70 deg F (21 deg C).
 - a. Store corner-guard covers in a vertical position.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install impact-resistant wall protection units until building is enclosed and weatherproof, wet work is complete and dry, and HVAC system is operating and maintaining temperature at 70 deg F (21 deg C) for not less than 72 hours before beginning installation and for the remainder of the construction period.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of impact-resistant wall protection units that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Deterioration of materials beyond normal use.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stainless-Steel Sheet: ASTM A 240/A 240M.
- B. Fasteners: Stainless-steel, metal screws and other fasteners compatible with items being fastened. Use security-type fasteners where exposed to view.
- C. Adhesive: As recommended by impact-resistant wall protection manufacturer and with a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.2 CORNER GUARDS

- A. Surface-Mounted, Metal Corner Guards: Fabricated from one-piece, formed or extruded metal with formed edges; with 90- or 135-degree turn to match wall condition.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Balco, Inc.
 - b. Construction Specialties, Inc.
 - c. Korogard Wall Protection Systems; a division of RJF International Corporation.
 - d. Pawling Corporation.
 2. Material: Stainless steel, Type 304.
 - a. Thickness: Minimum 0.0625 inch (1.6 mm).
 - b. Finish: Directional satin, No. 4.
 3. Wing Size: Nominal 2-1/2 by 2-1/2 inches (65 by 65 mm).
 4. Height: 48-inches (1219 mm).
 5. Corner Radius: 1/8 inch (3 mm).
 6. Mounting: Flat-head, countersunk stainless steel screws through factory-drilled mounting holes.

2.3 FABRICATION

- A. Fabricate impact-resistant wall protection units to comply with requirements indicated for design, dimensions and member sizes, including thicknesses of components.

- B. Assemble components in factory to greatest extent possible to minimize field assembly. Disassemble only as necessary for shipping and handling.
- C. Fabricate components with tight seams and joints with exposed edges rolled. Provide surfaces free of wrinkles, chips, dents, uneven coloration, and other imperfections. Fabricate members and fittings to produce flush, smooth, and rigid hairline joints.

2.4 METAL FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
 - 1. Remove tool and die marks and stretch lines, or blend into finish.
 - 2. Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - 3. Run grain of directional finishes with long dimension of each piece.
 - 4. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- B. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and wall areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Complete finishing operations, including painting, before installing impact-resistant wall protection system components.
- B. Before installation, clean substrate to remove dust, debris, and loose particles.

3.3 INSTALLATION

- A. General: Install impact-resistant wall protection units level, plumb and true to line without distortions. Do not use materials with chips, cracks, voids, stains or other defects that might be visible in the finished Work.
 - 1. Install impact-resistant wall protection units in locations and at mounting heights indicated on Drawings or, if not indicated, at heights indicated below:

3.4 CLEANING

- A. Immediately after completion of installation, clean covers and accessories using a standard, ammonia-based, household cleaning agent.

END OF SECTION 102600