

HH ARCHITECTURE

ADDENDUM #2

July 21, 2026

Project Name: 1105 Warehouse Drive
Owner: City of Raleigh
HH Project #: 23-022.02
From: **HH Architecture**
Kelly Walstrum, AIA
kwalstrum@hh-arch.com

Message: Bidders are hereby informed that the following additions, deletions, changes and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated **June 6, 2026** on the cover.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

CLARIFICATIONS

1. The Bid Date has been postponed to **10:00 AM** on **Tuesday, July 28, 2026**
2. The Addendum #2 issued on July 15, 2026 has been revised. **City of Raleigh MWBE policies and requirements will NOT apply to this project.**
3. MWBE requirements listed in the previous bid meetings are no longer applicable since this passing on July 2nd.

SPECIFICATIONS

1. Section 000010 Table of Contents: **REPLACE** with attached section 000010
 - a. Section 003126 added to project specifications
2. Section 000100 Project Advertisement: **REPLACE** with attached section 000100
 - a. MWBE Language Removed
3. Section 000200 Instructions to Bid: **REPLACE** with attached section 000200
 - a. Section 3.03 Removed

4. Section 000409 Bidder's Checklist: **REPLACE** with attached section 000409
 - a. Section B Removed
5. Section 000410 Bid Form: **REPLACE** with attached section 000410.
 - a. Section 7.01.B Removed
 - b. Section 7.03 Altered
 - i. Section 7.03A removed
 - ii. Section 7.03B Removed
6. Section 000440 MWBE Forms & Affidavits: **REMOVE** section in its entirety.
 - a. MWBE goals and good faith efforts are not applicable to this project.
7. Section 000800 Supplementary Conditions: **REPLACE** with attached section 000800.
 - a. Section 7.07.C.2 Removed
8. Section 003126 Existing Hazardous Material Information: **ADD** attached section 003126
9. Section 087100 Door Hardware: **REPLACE** with attached section 087100

END OF ADDENDUM

TABLE OF CONTENTS

Project: **1105 Warehouse Drive Renovation**
City of Raleigh

City of Raleigh Project # 274-ES-FO-FY26-DIX1105WH
HH # 23-022.02

VOLUME 1

DIVISION 0 – PROCUREMENT AND CONTRACTING DOCUMENTS

000002	Seals Page
000010	Table of Contents
000100	Advertisement for Bids
000200	Instructions to Bidders
000409	Bidder's Checklist
000410	Bid Form
000430	Bid Bond
000440	Information for Bidders Regarding Compliance with the City of Raleigh's MWBE Program • Non-Discrimination Agreement • Use of Certified MWBE Businesses • Acknowledgement of MWBE Policy • Identification of Certified MWBE Participation • Affidavit A – Listing of Good Faith Effort • Affidavit B – Intent to Perform Contract with Own Workforce • Affidavit C – Portion of the Work to be Performed by Certified MWBE Businesses • Affidavit D – Good Faith Effort • Affidavit E – Certified Subcontractor Payment Form • Request to Change a Certified MWBE Subcontractor
000441	Contractor's Certificates: Affidavit of Organization and Authority and Sworn Statement
000442	City of Raleigh Contractor's Poor Performance Policy
000443	Non-Collusive Affidavit

000444	Notice to Contractor Regarding Intrusion Beyond Project Limits
000520	Instructions to Contractors and Requirements as to Form for City of Raleigh Agreements
000610	Performance Bond Form
000615	Payment Bond Form
000618	Certificate of Insurance
000700	General Conditions
000701	Contract-City-Construction-Repair
000800	Supplementary Conditions of the Construction Contract
000805	Procedures for Reporting NC Sales Tax Expenditures on City of Raleigh Contracts
003126	<i>Existing Hazardous Material Information</i>

DIVISION 1 - GENERAL REQUIREMENTS

011000	Summary
012300	Alternates
012500	Substitution Procedures
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013233	Photographic Documentation
013300	Submittal Procedures
013300.01	Submittal Cover Form
014000	Quality Requirements
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution
017700	Closeout Procedures
017823	Operation and Maintenance Data
017839	Project Record Documents

DIVISION 2 - EXISTING CONDITIONS

024119 Selective Demolition

DIVISION 3 - CONCRETE

033200 Concrete Slab Patching and Repair

DIVISION 4 - MASONRY

042000 Unit Masonry

DIVISION 5 - METALS

Not Used

DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES

064116 Plastic-Laminate-Clad Architectural Cabinets

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

070150.19 Preparation for Reroofing

075419 Polyvinyl-Chloride (PVC) Roofing

076200 Sheet Metal Flashing and Trim

079200 Joint Sealants

DIVISION 8 - OPENINGS

081113 Hollow Metal Doors and Frames

081416 Flush Wood Doors

083613 *Sectional Doors*

084113 Aluminum-Framed Entrances and Storefronts

087100 Door Hardware

088000 Glazing

DIVISION 9 - FINISHES

092216 Non-Structural Metal Framing

092900	Gypsum Board
093013	Ceramic Tiling
095113	Acoustical Panel Ceiling
096513	Resilient Base and Accessories
099113	Exterior Painting
099123	Interior Painting

DIVISION 10 - SPECIALTIES

101423	Panel Signage
102800	Toilet, Bath and Laundry Accessories
104413	Fire Protection Cabinets
104416	Fire Extinguishers

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 - FURNISHINGS

123661	Solid Surface Countertops
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DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING EQUIPMENT

Not Used

DIVISION 21 - FIRE SUPPRESSION

Not Used

DIVISION 22 - PLUMBING

Not Used

DIVISION 23 – HVAC

Not Used

DIVISION 25 – INTEGRATED AUTOMATION

Not Used

DIVISION 26 – ELECTRICAL

Not Used

DIVISION 27 - COMMUNICATIONS

Not Used

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Not Used

DIVISION 31 - EARTHWORK

Not Used

DIVISION 32 - EXTERIOR IMPROVEMENTS

Not Used

DIVISION 33 - UTILITIES

Not Used

END OF TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS
POSTED: JUNE 10, 2026
CITY BID NUMBER: 274-ES-FO-FY26-DIX1105WH

Project: 1105 Warehouse Drive Renovation

Owner: City of Raleigh, North Carolina, Engineering Services Department, 1027A N. West St. Raleigh, NC 27601.

Contact: Glen Willert, glen.willert@raleighnc.gov

Architect: HH Architecture

Sealed Bids will be received until **July 22 at 10:00 am**, at 1027A N. West St., Raleigh, NC 27603, at which time and place bids will be publicly opened and read aloud for the construction of the 1105 Warehouse Drive project.

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance and the time specified in the Bid Form for the performance of the Contract.

A Mandatory Pre-Bid Meeting will be held on **June 23 at 10:00 am** at 1105 Warehouse Drive, Raleigh, NC 27603.

Requirements for pre-bid submittals of an "or-equal" are required within 10 days of the issuance of the Advertisement for Bids and in accordance with Section 00200, Instructions to Bidders.

The Project consists generally of the following major items:

Renovation of a 2,172 SF office building and related electrical, mechanical, and plumbing upgrades.

Bidding Documents may be examined at the office of HH Architecture, 1100 Dresser Court, Raleigh, NC 27609.

Complete Bidding Documents may be obtained by emailing the office of HH Architecture at kwalstrum@hh-arch.com. Electronic documents will be provided at no cost.

With each request for Bidding Documents supply the following information: Company name, contact person, street address, phone number, and email address for Bidding point of contact; N.C. contractor's license with limitation and classification; indicate if the firm will be a Prime bidder, Supplier or Sub-Contractor.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instruction to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instruction to Bidders.

~~Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include Professional Services;~~

~~Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved.~~

~~Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.~~

City of Raleigh

Janet Cowell, Mayor

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS
TABLE OF ARTICLES

	Page
Article 1 – Defined Terms	1
Article 2 – Copies of Bidding Documents	2
Article 3 – Qualifications of Bidders	2
Article 4 – Examination of Bidding Documents, Other Related Data, and Site	4
Article 5 – Pre-Bid Conference	6
Article 6 – Site and Other Areas	6
Article 7 – Interpretations and Addenda	6
Article 8 – Bid Security	7
Article 9 – Contract Times	7
Article 10 – Liquidated Damages.....	7
Article 11 – “Or-Equal” Items	7
Article 12 – Subcontractors, Suppliers and Others.....	8
Article 13 – Preparation of Bid	8
Article 14 – Basis of Bid; Comparison of Bids	9
Article 15 – Submittal of Bid	9
Article 16 – Modification and Withdrawal of Bid	10
Article 17 – Opening of Bids	10
Article 18 – Bids to Remain Subject to Acceptance	10
Article 19 – Evaluation of Bids and Award of Contract	10
Article 20 – Contract Security and Insurance	11
Article 21 – Signing of Agreement	11
Article 22 – Sales and Use Tax	12

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and which registers plan holders.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement For Bids may be obtained by registering with the Issuing Office as identified in the advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Architect, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Architect and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Architect cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Architect cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Bidders are notified that relevant Articles of Chapter 87 of the General Statutes of North Carolina, will be observed in receiving and awarding contracts. Bidders for this Project must be properly licensed for the Work.

- 3.02 To demonstrate Bidder's qualifications to perform the Work prior to award, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state contractor license number.
 - C. Official name of Bidder and length of time the organization has been in business under present name.
 - D. Address, phone and fax numbers of main place of business. Address and phone numbers of company office that will manage the Project if different than above.
 - E. Officers of the company. Name and resume of designated project manager and field superintendent. Number of regular employees of the organization.
 - F. Latest financial statement showing assets and liabilities of the company.
 - G. Name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
 - H. Listing of completed projects of similar size and type in the last 5 years. Provide name and phone number of project owner representative.
 - I. Existing work commitments.
 - J. List of work to be subcontracted. Name and addresses of subcontractors.
 - K. Names and addresses of major material Suppliers.
 - L. Statement that bidder is capable of completing the project within the stated time.
 - M. Safety record of company for the last 5 years showing any violations, etc.
 - N. List of all claims/resolutions/final judgements for the last 10 years.
 - O. Failure or refusal to furnish information requested shall constitute a basis for disqualification of Bidder and the withholding of the Bid Bond.

~~3.03 The apparent Low Bidder shall submit within 72 hours of the Bid Date the following Affidavits:~~

- ~~A. Affidavit C, Portion of the Work to be Performed by Certified MWBE Businesses.~~
- ~~B. Affidavit D, Good Faith Efforts.~~
- ~~C. Failure or refusal to furnish information requested shall constitute a basis for disqualification of Bidder and the withholding of the Bid Bond.~~

~~3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.~~

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 5.03 of the General Conditions has been identified and established in Paragraph 5.03 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Architect by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 5.06 of the General Conditions has been identified and established in Paragraph 5.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- 4.07 Paragraph 7.13.G of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.08 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents, including any Addenda;
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 5.06 of the Supplementary Conditions as containing reliable Technical Data;
 - E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific sequences of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. Promptly give Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Architect is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- J. The site shall be inspected only in the company of an authorized representative of the Owner with appointments made through the Owner's project representative. The representative's contact information for this project is Doug Pearce, Phillip.Pearce@raleighnc.gov.

4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific sequences of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Architect are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A mandatory Pre-Bid Conference will be held on June 23, 2026, at 10:00 am at 1105 Warehouse Drive, Raleigh, NC 27603. Representatives of Owner and Architect will be present to discuss the Project. Bidders are required to attend and participate in the conference. Architect will transmit to all prospective Bidders of record such Addenda as Architect considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. The Owner has obtained the temporary easements shown for construction and limited staging and laydown area as indicated on the Drawings; however, all additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor with agreements being in writing and a copy of the agreement provided to the City. All permits, regulatory approvals and fees associated with obtaining the additional area shall be the full responsibility of the Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Architect in writing only. Interpretations or clarifications considered necessary by Architect, in response to such questions, will be issued by Addenda to all plan holders registered with the Issuing Office. Questions received less than seven [7] working days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Architect's email address is kwilstrum@hh-arch.com.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Architect.
- 7.03 Submittal with questions shall include the project name, City Bid Number, the person's name submitting the question, firm, telephone number, and email address.
- 7.04 Addenda, when issued, will be on file at the offices of the Owner and Architect and the NC Interactive Purchasing System (IPS) at least 72 hours before Bids are opened. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternatives) and in the form of a certified check, bank money order, or a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 6.01 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the end of the Bid holding period, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, ready for final payment, and Milestones (if any) are set forth in Section 00520, Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth on the Bid Proposal Form.

ARTICLE 11 – “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those “or-equal” materials and equipment approved by Architect and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed “or-equal” item. No item of material or equipment will be considered by Architect as an “or-equal” unless written request for approval has been submitted by Bidder and has been received by Architect within seven [7] days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request shall conform to the requirements of Paragraph 7.05 and 7.06 of the General

Conditions and related Supplementary Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Architect's decision of approval or disapproval of a proposed item will be final. If Architect approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

Applications for review of "or-equals" materials or equipment shall be by Bidders only.

- 11.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Architect, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may declare the Bid as non-responsive and award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Architect makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Architect subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.07 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in Supplementary Conditions 7.07.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Issuing Office. To bid the project the Bidder should be registered with the Issuing Office.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternatives the words "No Bid," "No

Change,” or “Not Applicable” may be entered. Bid forms shall not be conditional, limited, or restricted in any way.

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

- A. When the Bid Form is set up for Lump Sum bidding, Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- B. When the Bid Form includes Alternate(s), Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- C. In the comparison of Bids, alternatives will be applied in the same order of priority as listed in the Bid Form to the extent that project funds are available.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Owner, at the location and time indicated in the Advertisement for Bids, will receive sealed Bids. Bids received after the indicated time and date shall not be considered.

- 15.02 With each copy of the Bidding Documents, a Bidder may be furnished one separate unbound copy of the Bid Form and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and all attachments as outlined in Article 8 of the Bid Form. The complete list of required bid documents can also be found in the attached Bidder's Checklist. The completed checklist shall be the first page of all bids submitted.
- 15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement For Bids and shall be enclosed in a plainly marked package with the Project title, City Bid Number, and project name as applicable, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Jason Clough , City of Raleigh, Integrated Facility Services Department, 1027A N. West Street, Raleigh, North Carolina 27603.
- 15.04 The Bidder shall be fully responsible for timely delivery at the location designated for receipt of the Bids.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Modifications shall indicate only the amount to be added to or deducted from the Bidder's Bid amount as submitted on the Bid Form.
- 16.02 No bid may be withdrawn after the Bid opening for a period of time as indicated in the Bid Form except in accordance with the provisions of N.C. General Statutes 143-129.1.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement For Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder when the lowest responsible Bid is in excess of the funds available.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest

in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.07 In determining the lowest responsible Bidder, Owner may take into consideration the past performance of Bidder on construction contracts with particular concern given to completion times, quality of work, safety record, cooperation with other contractors, and cooperation with owner.
- 19.08 In determining the responsive Bidder, Owner shall take into consideration bidder's compliance with the requirements of G.S. 143-128.2(c). Failure of the low bidder to furnish affidavit(s) and documentation as required by the Bid Form for compliance with G.S. 143-128.2(c) may constitute a basis for disqualification of the Bid.
- 19.09 Owner reserves the right to reject Bid as non-responsive if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work described therein.
- 19.10 Should the Owner adjudge that the apparent low Bidder is not the lowest responsible Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid security shall be returned.
- 19.11 If the Contract is to be awarded, the Owner reserves the right to award contracts to the lowest responsive, responsible bidder in the manner described above.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract

Documents which are identified in the Agreement as attached thereto. Within 15 consecutive calendar days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 30 consecutive calendar days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

- 21.02 In case of failure of Owner to execute the Agreement in the appropriate time, Bidder shall have the right to withdraw bid.
- 21.03 In case of failure of Bidder to execute the Agreement, Owner may at his option consider the Bidder in default, in which case Bid security accompanying Bid shall be retained by the Owner.
- 21.04 Applicable laws, ordinances, and the rules and regulations of authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

ARTICLE 22 – SALES AND USE TAX

- 22.01 The Owner is exempt from sales and use taxes on materials and equipment to be incorporated in the Work. Refer to Paragraph 7.10 of the Supplementary Conditions for additional information.

END OF DOCUMENT

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in Article 7 of the Bid Form section, the following items shall be included with the fully executed Section 00410 Bid Form:

	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
	B.1.	Acknowledgement of MWBE Policy
	B.2.	Identification of Certified MWBE Participation
	B.3.	Affidavit A, Listing of Good Faith Effort; or Affidavit B, Intent to Perform Contract with Own Workforce
	C.	Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement
	D.	City of Raleigh – Contractor's Poor Performance Policy
	E.	Non-Collusive Affidavit
	F.	Notice to Contractor Regarding Intrusions Beyond Project Limits
	G.	Evidence of authority to do business in the state of the Project (i.e., copy of contractor's license)

BID FORM

PROJECT: City of Raleigh – 1105 Warehouse Drive Renovation

CITY BID NO.: 274-ES-FO-FY26-DIX1105WH

BID FROM: _____

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations	2
Article 4 – Bidder’s Certification.....	3
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	5
Article 8 – Defined Terms	6
Article 9 – Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Glen Willert
City of Raleigh, Integrated Facility Services Department
1027A N. West St.
Raleigh, NC 27603
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this bid, bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Supplemental Conditions - 5.02 as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable Technical Data.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific sequences of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 1. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 2. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 3. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.A:
 - a. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - b. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - c. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. For all Work, a Lump Sum of:

_____ Dollars
(\$ _____)

B. For the following Alternates in priority order as selected by the Owner for inclusion in the Project as follows:

- ~~1. Alternate #01 – Tower C & D speakers and amplifiers \$ _____~~
1. **Alternate #01 – Membrane Roof Replacement \$ _____**
2. **Alternate #02 – Re-Point Masonry \$ _____**
3. **Alternate #03 – Replace HVAC Unit \$ _____**
4. **Alternate #04 – Overhead Sectional Doors \$ _____**

5. **Alternate #05 – Existing Overhead Doors to Remain \$** _____
6. **Alternate #06 Exterior Door and Frame Replacement \$** _____

TOTAL BID PRICE (Sum of Items 1 through 6) \$ _____

- 5.02 Bidders are hereby notified that GS 143-128(d), requires all bidders on single prime projects to identify on their Bid form the contractors they have selected for the subdivisions for branches of work for (1) HVAC, (2) Plumbing, (3) Electrical, and (4) General. Accordingly, bidder shall list below applicable selected contractors for the following branches of work (write "N/A" if not applicable or self-performed).

HVAC _____	_____	_____
	Name	License No.
Plumbing _____	_____	_____
	Name	License No.
Electrical _____	_____	_____
	Name	License No.
General _____	_____	_____
	Name	License No.

- A. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- B. Bidder acknowledges that the rights of the Owner and the recommendations of the Architect are not to be questioned in the Award of Contracts.
- C. Bidder acknowledges that it is the intention of the Mayor and City Council to let contracts on a basis of the Bids received in accordance with GS 143-129 and in such manner as they deem to be for the best interests of the Owner.
- D. Bidder acknowledges that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.
- E. Bidder acknowledges that should the total bid exceed the funds available to construct the project, the Owner reserves the right to reduce the scope of work from the project by deleting certain lump sum or unit price bid items prior to awarding the contract to bring the project within the funds available.
- F. Bidder acknowledges that if this contract is awarded, Bidder must, with every pay request, furnish to the Public Utilities Director of the City of Raleigh an accurate itemized statement of North Carolina Sales Taxes paid on materials, supplies, equipment, and other items charged to this contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures.". A sales tax form must be submitted even if there is no sales tax incurred.
- G. Bidder agrees to begin work within 10 days from the date of the Notice to Proceed.

- H. Bidder agrees that should the Owner reduce the scope of work by 25% or less of the Total Bid price prior to award of the contract, the lump sum and the unit price on all bid items shall remain unchanged.
- I. Bidder agrees that in the case of failure on his part to execute the said Contract and the Bonds within 15 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 the Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Bid shall be returned to the Bidder.
- J. Bidder agrees to provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Engineers under them, in a first class manner.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Base Bid Work will be substantially complete within **(125)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06.B of the General Conditions within **(150)** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages of **\$1,000** per calendar day in the event of failure to complete the Work within the Contract Times. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a Bid Bond or Certified Check (Section 00430);
 - ~~B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit B to that effect in lieu of the affidavit A required above.~~
 - ~~1. Nondiscrimination Agreement (Section 00440);~~
 - ~~2. Use of MWBE Businesses (Section 00440);~~
 - ~~3. Identification of Minority Business Participation (Section 00440), and;~~
 - ~~4. Affidavit A, Listing of Good Faith Effort, or Affidavit B, Intent to Perform Contract with Own Workforce (Section 00440).~~
 - C. Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement (Section 00441);

- D. City of Raleigh – Contractor’s Poor Performance Policy (Section 00442);
 - E. Non-Collusive Affidavit (Section 00443);
 - F. Notice to Contractor Regarding Intrusions Beyond Project Limits (Section 00444);
 - G. Evidence of authority to do business in the state of the Project (i.e., copy of contractor’s license);
- 7.02 Submit the Bidder’s Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
- 7.03 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 low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes 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 goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or,
 - B. Affidavit (D) of its good faith effort to meet the goal. 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 contract.
- 7.04 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 Bidder’s License
- A. Number: _____
 - B. Classification: _____
 - C. Limitation: _____
 - D. Employer’s Tax ID No.: _____
 - E. Business Address: _____
 - F. Phone No.: _____ Fax No.: _____
 - G. Contact Person: _____ E-mail Address: _____
 - H. Phone No. w/ Ext.: _____
- 9.02 This Bid is submitted by:
- If Bidder is:
- An Individual**

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title (typed or printed): _____

Attest: _____

(Signature of Corporate Secretary)

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title (typed or printed): _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is ____/____/____.

Limited Liability Company - LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company was formed:

By: _____

(Signature of Manager)

Name (typed or printed): _____

Title (typed or printed): _____

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 - Definitions and Terminology	2
Article 2 - Preliminary Matters	3
Article 3 - Contract Documents: Intent, Requirements , Reuse.....	4
Article 4 - Commencement and Progress of the Work.....	4
Article 5 - Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	5
Article 6 - Bonds and Insurance	7
Article 7 - Contractor's Responsibilities	18
Article 8 - Other Work at the Site.....	23
Article 9 - Owner's Responsibilities	24
Article 10 - Engineer's Status During Construction	24
Article 11 - Changes to the Contract	25
Article 12 - Claims	25
Article 13 - Cost of the Work; Allowances; Unit Price Work	25
Article 14 - Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	26
Article 15 - Payments to Contractor; Set-offs; Completion; Correction Period	27
Article 16 - Suspension of Work and Termination.....	30
Article 17 - Final Resolution of Disputes.....	30
Article 18 - Miscellaneous	31

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added—for example, “Paragraph SC-4.05.”

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01.A.3. Add the following language to the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is per City of Raleigh standards. Standard form to be used as a summary and signature sheet is included in Section 00620. Contractor shall use the City’s standard computerized forms, as included in these Contract Documents, for providing detail payment breakdown as an attachment to summary sheet. Contractor shall also include as part of the Application for Payment the “Certificate of the Contractor or His Duly Authorized Representative”.

SC-1.01.A.8. Add the following language to the end of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is the City of Raleigh standard. The Standard Form to be used is included in these Contract Documents.

SC-1.01.A.9. Add the following language to the end of Paragraph 1.01.A.9:

The Change Proposal form to be used on this Project is the City of Raleigh standard. The Standard Form to be used is included in these Contract Documents.

SC-1.01.A.42. Amend the first sentence of Paragraph 1.01.A.42 to read as follows:

The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

SC-1.01.A.51. Add the following definitions after Paragraph 1.01.A.50:

A.51 *City* – City of Raleigh.

A.52 *Minority Business* - A business:

- a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation,

in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and

- b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

A.53 *Minority Person* - A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- e. Female.

A.54 *Notice of Violation* - A written notification from a governmental agency that the Owner has violated a law or regulation that the agency has jurisdiction over. Notice will take the form used by the agency and may outline action to be taken by the Owner to correct the violation and may include a monetary fine.

A.55 *Small Tools* - Tools and equipment with an individual cost of less than \$1,000.

A.56 *Socially and Economically Disadvantaged Individual* - Same as defined in 15 U.S.C. 637; "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged."

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

SC-2.01.A Amend the first sentence of Paragraph 2.01.A by striking out the following words:

"(if the Contract requires Contractor to furnish such bonds)."

2.02 *Copies of Documents*

SC-2.02.A Delete the word "four" and insert "five" in its place in Paragraph 2.02.A.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, REQUIREMENTS , REUSE

3.01 *Intent*

SC-3.01 Add the following new paragraphs immediately after Paragraph 3.01.G:

- H. The Contract Drawings may be supplemented from time to time with additional Drawings by the Architect as may be required to illustrate the Work or, as the Work progresses, with additional Drawings, by the Contractor, subject to the approval of the Engineer. Supplementary Drawings, when issued by the Engineer or by the Contractor, after approval by the Engineer, shall be furnished in sufficient quantity to all those who, in the opinion of the Engineer, are affected by such Drawings.

ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following in its place:

The Contract Times will commence to run on the day indicated in the Notice to Proceed; but in no event will the Contract Time commence to run later than the thirtieth day after the effective date of the Agreement. By mutual consent of the parties to the Contract, these time limits may be changed.

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions adversely affected an activity on the critical path to completion of the Work, as of the time of the weather condition.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following.
 - 1) Bad Weather Day: a workday where weather conditions adversely affect the Work and the impacted Work is on the critical path.
 - a) Determination of actual Bad Weather Days during performance of the Work will be based on weather at the Site. When Site weather data is not available, use nearest USGS weather station data.

- b) A workday after a daily rainfall amount greater than 1 inch will be considered an additional Bad Weather Day, subject to having an adverse effect on the Work as scheduled.
- 2) Foreseeable Bad Weather Days: determination of Foreseeable Bad Weather Days during performance of the Work will be based on the weather records measured and recorded by the National Oceanic & Atmospheric Administration, National Centers for Environmental Information (NOAA-NCEI) at the nearest weather monitoring station. For example, one source of weather records is from the NOAA-NCEI website: <https://www.ncdc.noaa.gov/cdo-web/datatools/normals>. From the website, click on the "View Station Report" link to find the Summary of Monthly Totals report.
 - a) Contractor shall anticipate and factor into its bid and construction schedule the number of Foreseeable Bad Weather Days per month.
- 3) Abnormal Weather Conditions: is defined as the total Bad Weather Days in each month minus the Foreseeable Bad Weather Days.
 - a) The existence of Abnormal Weather Conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by Abnormal Weather Conditions are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

SC-4.05 Add the following new paragraph immediately after Paragraph 4.05.G:

- H. Claims for additional Contract Time for delays beyond the Contractor's control shall be submitted within 30 days following the event(s) that caused the delay.

ARTICLE 5 - SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 Use of Site and Other Areas

SC-5.02.A Delete Paragraph 5.02.A.2 in its entirety and insert the following in its place:

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or its Derivative Parties (as defined in SC-7.18.E.3), Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise and (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction. In addition, the Contractor's indemnity, defense and hold harmless obligations to the Indemnified Parties (as defined in SC-7.18.A) under SC-7.18 shall apply as to any and all Losses (as defined in SC-7.18.E.2),

liabilities, damages, expenses and costs arising out of, resulting from, or in connection with any and all claims or actions brought by any such owner or occupant against one or more of the Indemnified Parties when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Losses, liabilities, damages, expenses and costs so indemnified. Provided, however, nothing herein shall require the Contractor to indemnify the Indemnified Parties against any Losses, liabilities, damages, expenses and costs arising out of, resulting from, or in connection with any negligent acts of one or more of the Indemnified Parties.

5.05 *Underground Facilities*

SC-5.05.A Add the following new subparagraphs immediately after Subparagraph 5.05.A.5:

6. following the North Carolina General Statutes, Chapter 87, Article 8 Underground Damage Prevention;
7. notifying owners of Underground Facilities prior to start of Work;
8. investigating ahead of the Work to verify the existence of Underground Facilities;
9. assuming risks and repairing damage caused by the Work to existing Underground Facilities whether indicated or not in the Contract Documents. Repairs to Underground Facilities shall be done to the satisfaction of the Underground Facility owner. Underground Facility owner reserves the right to repair damage by the Contractor to their Underground Facilities. If the owner exercises this right, the owner's cost of this Work shall be deducted from the money due the Contractor;
10. uncovering Underground Facilities, with that Owners approval, that are located within the Work as necessary for Engineer to determine the requirements for the change in the Work;
11. unforeseen Underground Facilities unless a design change is required; this includes Underground Facilities not shown on the Drawings/ Bidding Documents. The Engineer and the Owner assume no responsibility for the locations of Underground Facilities shown or not shown. There will be no compensation for "lost time" due to unforeseen utilities. If existing Underground Facilities require change(s) to the design, the Contractor shall provide a price to complete revised Work.

SC-5.06.B Delete Paragraph 5.06.B in its entirety and insert the following:

B. Not used.

SC-5.06.I In the first line, insert "North Carolina" between "by" and "Laws".

SC-5.06.I Add the following language at the end of Paragraph 5.06.I:

The parties understand and acknowledge that no North Carolina case, statute, or Constitutional provision authorizes a local government to indemnify a Contractor and that this contract provision may be unenforceable.

SC-5.06.J Delete Paragraph 5.06.J in its entirety and insert the following in its place:

- J. Contractor's indemnity, defense and hold harmless obligations to the Indemnified Parties under SC-7.18 shall apply as to any and all Losses, liabilities, damages, expenses and costs caused by, arising out of, resulting from, or in connection with the Contractor's or its Derivative Parties' failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or its Derivative Parties, or to a Hazardous Environmental Condition created by Contractor or its Derivate Parties when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Losses, liabilities, damages, expenses and costs so indemnified. Provided, however, nothing herein shall require the Contractor to indemnify the Indemnified Parties against any such Losses, liabilities, damages, expenses and costs arising out of, resulting from, or in connection with any negligent acts of one or more of the Indemnified Parties.

ARTICLE 6 - BONDS AND INSURANCE

Article 6 Delete Article 6 in its entirety and insert the following in its place:

SC-6.01 *Performance and Payment Bonds*

- A. Concurrent with execution of the Contract and within fifteen (15) days of the Notice of Award, the successful Contractor shall procure, execute and deliver to the Owner and maintain, at Contractor's own cost and expense, the following bonds, in the forms included (Sections 00610 and 00615), of a surety company approved by the State of North Carolina as a Surety:
- B. Performance Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the faithful performance of the Work. Bond must be valid until one year after the date of issuance of the certificate of Substantial Completion.
- C. Payment Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract as security for the payment of all persons performing labor and furnishing material in connection with the Work. Bond must be valid until one (1) year after date of issuance of the certificate of Substantial Completion.
- D. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- E. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business in the State of North Carolina is revoked, the Contractor shall within five (5) days thereafter substitute another.

SC-6.02 *Insurance Requirements*

- A. The Owner shall not be required under this Contract to procure or maintain any insurance for the Project or for the benefit of the Project participants.
- B. The Contractor shall ensure that it and all its Subcontractors shall procure and maintain insurance as required herein and as required by Laws and Regulations.
- C. All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized to do business in the state of North Carolina and to issue insurance policies for the required limits and coverages. Unless a different standard is authorized by the Owner in writing, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- D. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.
- E. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- F. Owner, only if specified in this agreement, shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). None Required.
- G. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- H. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's sole option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

- I. Contractor shall require:
1. Subcontractors to purchase and maintain workers' compensation, commercial general liability and other insurance coverages required by Contractor where appropriate and applicable for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability, automobile liability, and excess or umbrella insurance policy. Owner, Engineer and other additional insureds shall be covered under Subcontractors' commercial general liability and any umbrella insurance with respect to liabilities arising out of both ongoing and completed operations of Subcontractor(s). Such additional insured coverage shall be subject to the terms of ISO additional insured endorsement forms CG 20 10 (ongoing operations) and CG 20 37 (products-completed operations), or substitute form(s) providing equivalent coverage and utilizing 10/01 as the edition date of the ISO endorsements; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project; and
- J. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- K. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, without at least 30 days prior written to Owner (10 days for cancellation due to non-payment of premium). Direct Notice of Cancellation endorsement is to be attached to corresponding certificates of insurance. In the event of any such cancellation, non-renewal or material limitation, the Contractor or subcontractor, as applicable, is obligated to replace such insurance within seven (7) days of any such cancellation, non-renewal or material limitation without a gap in coverage and file accordingly such notice with the Owner and other interested parties.

- O. The Work under this Contract shall not commence until the Contractor has verified to the Owner that all required insurance coverage as described herein, have been obtained and verifying Certificates of Insurance have been approved in writing by the Owner. The Owner's review and/or acceptance of certificates of insurance shall neither relieve Contractor of any requirement to provide the specific coverages set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance coverage requirements set forth in this Contract.
1. The Description of Operations/Locations/Vehicles section in the certificates of insurance should include the City of Raleigh Department/Division, Name of Project or Services, Project Dates of contract.

The Certificate holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

SC-6.03 *Contractor's Insurance*

- A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, Automobile Liability, Excess/Umbrella insurance and any other insurance specified within these Supplementary Conditions. Any and all deductibles and Self-insured Retentions (SIRs) in the insurance policies shall be assumed by, and at the sole risk of the Contractor.
- B. *Supplemental Provisions*: The policies of insurance required by this SC-6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable;
 5. be primary and noncontributory, evidenced by ISO form CG 20 01 04 13 (Primary and Non-Contributory – Other Insurance condition) endorsement or its equivalent, with respect to the Owner's insurance or self-insurance to the extent of the Contractor's liability hereunder. Any other insurance or self-insurance maintained by the Owner shall be excess of, and non-contributory with the coverage afforded by Contractor's commercial general liability insurance and commercial umbrella insurance, if any;

6. provide for reinstatement of full coverage after payment of any claim;
 7. state insurers have no right of recovery or subrogation against the Owner, its agents and agencies and shall have no recourse against them for the payment of any premiums or assessments under any form of policy; and
 8. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in this agreement;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary and noncontributory coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- E. *Workers' Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 3. ~~Foreign-voluntary worker compensation (if applicable).~~

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
North Carolina - State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- F. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury and advertising liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on an Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for the period of the applicable statute of repose for any and all claims that may arise from operations of this Contract.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in herein or elsewhere in the Contract) certificates of insurance evidencing continuation of such insurance at final payment and for the period of the applicable statute of limitations and repose.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in this Contract in accordance with ISO policy form CG 00 01.
 - a. Premises/Operations liability
 - b. Underground fault, explosion, and collapse coverage
 - c. Independent Contractor's and Independent Subcontractor's coverage
 - d. Broad form property damage
 - e. Personal injury and advertising coverage
 - f. Cross Liability/Severability of Interest clause
 - g. Employer's Stop Gap Liability endorsement, if applicable
 - i. Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire
 - j. Designated General Aggregate Limit Endorsement, if required in Contract
 - k. Products completed operations including construction defect and contractual liability

- I. Insurance coverage limits to be on a “per project” basis
 3. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 4. For design professional additional insureds, ISO Endorsement CG 20 32 07 13 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
 1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s Work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$5,000,000
Products—Completed Operations Aggregate	\$5,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle owned, hired or otherwise operated or used by or on behalf of the Contractor or any of its Derivative Parties and as used in the execution of the Work. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage) (Any/Owned, Hired, and Leased)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies using a follows form coverage for all layers and coverage shall remain continuously in effect and without interruption from the date of commencement of construction until the end of the applicable statute of limitations and repose.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and limits of an umbrella or excess liability policy.
- M. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance to protect Owner from liability arising out of or resulting from the performance of professional services by Contractor or its Derivative Parties.
1. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable and shall contain full prior acts coverage.
 2. Coverage shall not include any exclusions or limitations related to a) Scope of professional services; b) Delays in project completion or cost overruns; c) Who is authorized to notify the carrier of a claim or a potential claim; and d) Mold, fungus, asbestos, pollutants or hazardous substances.
 3. The insurance must be maintained continuously throughout the duration of the Contract and through the applicable statute of limitations and repose.
 4. Claims made coverage is permitted providing the retroactive date on the policy pre-dates the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$3,000,000

N. *Other Required Insurance:* **[none.]**

SC-6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk:* If applicable, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in this Section or required by Laws and Regulations) and name the Owner a Loss Payee on the insurance coverage(s).

D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks:

Blasting and explosion, fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse of or structural injury to any structure due to the Contractor's operations; damage to underground structures, pipes or conduits; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. The builder's all-risk coverage shall not contain an exclusion for resulting damage caused by faulty workmanship, design or materials.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are

intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Contractors, Engineers, and Architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), all lenders with security interests in the Site or the Project, and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of SC-6.04, SC-6.05, and SC-6.06 of this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

1. The builder's risk policy ~~(or if applicable the installation floater)~~ will be subject to a deductible amount of no more than **\$10,000** for direct physical loss in any one occurrence.

SC-6.05 *Property Losses; Subrogation/Waiver of Rights*

- A. The builder's risk insurance policy purchased and maintained in accordance with SC-6.04 (or an installation floater policy if new construction is limited and authorized by the Owner), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03 as modified by these Supplemental Conditions, or after final payment pursuant to Paragraph 15.06 as modified by these Supplemental Conditions, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this SC-6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

SC-6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by SC-6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after receipt of notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by SC-6.04 shall maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new paragraphs immediately after Paragraph 7.03.C:

- D. Regular Working Hours: [7:00] am to [5:00] pm, Eastern Standard Time.
- F. Paragraph 7.03.C will not prevent the Contractor from working outside the regular working hours provided the work will not require the inspector to be present. Such work may include start up, clean up, seeding, painting (after the base surface has been approved by the inspector), and similar items. Contractor shall submit a written request to the Owner one (1) working day prior to the scheduled Work.
- G. Contractor shall not be charged for RPR's time for Work specifically identified by the Contract Documents to be performed outside the above Work time or on weekends.

7.05 *"Or Equals"*

SC-7.05 Add the following new paragraph immediately after Paragraph 7.05.E:

- F. Requirements for "or equals" shall be submitted prior to bidding. Reference Section 00100 (Advertisement for Bids) and Section 00200, Article 11 (Instructions to Bidders) for submission deadlines of requirements for "or equals".

7.07 *Concerning Subcontractors and Suppliers*

SC-7.07.C Add the following sentences to the end of Paragraph 7.07.C:

1. Bidder shall indicate subcontractors as required on the Bid Form.
- ~~2. Bidder shall indicate Minority Business Participation on the attachment to the Bid Forms. Low Bidder shall be required to submit the followings Affidavits as included in the City of Raleigh Business Assistance Program Guidelines:~~
 - ~~a. Affidavit C, Portion of the Work to be Performed by Minority Firms.~~
 - ~~b. Affidavit D, Good Faith Efforts~~
3. Contractor whose Bid is accepted shall not substitute any person as Subcontractor in the place of the Subcontractor listed in the Bid, except:
 - a. If the listed Subcontractor's bid is later determined by the Contractor to be non-responsible or non-responsive, or the listed Subcontractor refuses to enter into a contract for the complete performance of the bid work;
 - b. or with the approval of the City for good cause shown by the Contractor.

SC-7.07.K Delete Paragraph 7.07.K in its entirety and insert the following in its place:

- K. All work performed for Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor. The Subcontractor shall not commence work until the Contractor has obtained all insurance as required by Paragraphs 6.02 through 6.03 inclusive as amended by these Supplementary Conditions.

SC-7.07.N Add the following new paragraph immediately after Paragraph 7.07.M:

- N. Contractor shall not award work valued at more than [fifty (50%)] percent of the Contract Price to Subcontractor(s). Contractor shall perform at least [fifty (50%)] percent of the labor with own forces, unless prior written approval is provided by the Owner.

7.08 *Patent Fees and Royalties*

SC-7.08.B In the first line, insert "North Carolina" between "by" and "Laws".

SC-7.08.B Add the following language at the end of Paragraph 7.08.B:

The parties understand and acknowledge that no North Carolina case, statute, or Constitutional provision authorizes a local government to indemnify a Contractor and that this contract provision may be unenforceable.

SC-7.08.C Delete Paragraph 7.08.C in its entirety and insert the following in its place:

- C. Contractor's indemnity, defense and hold harmless obligations to the Indemnified Parties under SC-7.18 shall apply as to any and all Losses, liabilities, damages, expenses and costs caused by, arising out of, resulting from, or in connection with any infringement of patent rights or copyrights incident to the use in the

performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Losses, liabilities, damages, expenses and costs so indemnified. Provided, however, nothing herein shall require the Contractor to indemnify the Indemnified Parties against any such Losses, liabilities, damages, expenses and costs arising out of, resulting from, or in connection with any negligent acts of one or more of the Indemnified Parties.

7.09 *Permits*

SC-7.09.A Amend the last sentence of Paragraph 7.09.A to read as follows:

Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

SC-7.10 Add the following new paragraphs after Paragraph 7.10.A:

- B. Procedures for reporting sales tax are included in Section 00805.

7.11 *Laws and Regulations*

SC-7.11.B Delete Paragraph 7.11.B in its entirety and insert the following in its place:

- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof. If Contractor performs any Work knowing it to be contrary to such Laws or Regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom. Contractor shall, at all times, observe and comply with and shall cause its Derivative Parties to observe and comply with all such existing Laws or Regulations. Further, Contractor's indemnity, defense and hold harmless obligations to the Indemnified Parties under SC-7.18 shall apply as to any and all Losses, liabilities, damages, expenses and costs caused by, arising out of, resulting from, or in connection with any claim, civil penalty, fine or liability arising from or based on the violation of any such Law or Regulations by the Contractor or its Derivative Parties.

SC-7.11 Add the following new paragraphs after Paragraph 7.11.C:

- D. Contractor shall be responsible for conforming to the requirements of the approved sedimentation control plan, the rules and regulations of the Erosion Control Laws of the State of North Carolina, specifically the Sedimentation Pollution Control Act of 1973 (G.S. 113A) as amended, and the local jurisdiction where the Project is located as it relates to land disturbing activities undertaken by Contractor. Contractor shall be responsible to Owner for any fines imposed on Owner as a result of Contractor's failure to comply with the above as it is further described in the Erosion Control Section of the Specifications.

- E. Contractor shall be responsible for conforming to the requirements of the NC Department of Transportation Encroachment Agreement, if attached to the Contract Documents.
- F. Should the Contractor cause the Owner to receive a Notice of Violation from a governmental agency, Contractor shall pay costs associated with Notice of Violation within ten (10) days of receipt of written notification. Costs shall include, but not be limited to:
 - 1. Fines imposed on the Owner by the agency.
 - 2. Required legal newspaper publications concerning violation.
 - 3. Required mailings to customers concerning notification of violation.
 - 4. Administrative and engineering costs associated with resolving the Notice of Violation.
- G. Notice of Violation may include, but not be limited to, the following problems:
 - 1. Sewage spill.
 - 2. Inadequate erosion control measures.
 - 3. Equipment failure during the warranty period.

7.12 *Record Documents*

SC-7.12 Add the following new paragraph after Paragraph 7.12.A:

- B. Record Documents shall be updated daily. Should the Owner or Engineer determine that the Record Documents are not being properly maintained, approval of future payment requests shall be withheld.

7.13 *Safety and Protection*

SC-7.13.A Add the following new subparagraph after Paragraph 7.13.A:

- 1. When tasks (operating valves, lock out – tag out, etc.) must be accomplished by City staff to allow Contractor to perform or continue its Work, Contractor shall independently verify and confirm the performance of the tasks prior to performing the impacted Work.

SC-7.13.D Delete Paragraph 7.13.D its entirety and insert the following in its place:

- D. Contractor shall be responsible for remedying damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 as follows:
 - 1. To the fullest extent allowed by Laws and Regulations, Contractor shall remedy at its own expense any and all damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 arising out of, or resulting from the sole negligence of the Contractor, the Contractor's agents, the

Contractor's employees, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

2. In matters other than those covered by subsection SC-7.18.A, and to the fullest extent allowed by Laws and Regulations, Contractor shall remedy at its own expense any and all damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 arising out of, resulting from, or in connection with the execution of the Work provided for in this Contract when the Fault of the Contractor or its Derivative Parties is a proximate cause of such damage, injury, or loss. For the purposes of this section, the terms "Fault" and "Derivative Parties" shall have the same meaning as that set forth in SC-7.18.E.

7.16 *Submittals*

SC-7.16D.2 In the first sentence, replace "two" with "three".

SC-7.16 Add the following new paragraph immediately after Paragraph 7.16.F:

- G. All materials or equipment delivered to the Site shall be accompanied by certificates, signed by an authorized officer of the supplier, and notarized guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to the Engineer. Materials or equipment delivered to the Site without such certificates will be subject to rejection.

7.18 *Indemnification*

SC-7.18 Delete Paragraphs 7.18.A and 7.18.B in their entirety and insert the following in their place:

- A. To the fullest extent allowed by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless the Owner, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Contractor, the Contractor's agents, or the Contractor's employees.
- B. In matters other than those covered by subsection 7.18A, above, and to the fullest extent allowed by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the Work provided for in this Contract when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.
- C. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by Laws and Regulations or by contract, only if the Fault of the Contractor or its Derivative Parties is a proximate

D. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

1. For the purposes of SC-7.18, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.

3. For the purposes of SC-7.18, the term “Derivative Parties” shall mean any of the Contractor’s Subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

8.01 Other Work

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and within seven days report to Architect in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work.

G. Prime contracts will be let in connection with the Project as outlined in Specification Section - Summary of Work.

8.03 *Legal Relationships*

City of Raleigh 00800-23 Supplementary Conditions
Document corresponds with EJCDC® C-700, Standard General Conditions of the Construction Contract Version 2018

- C. If Contractor or its Derivative Parties damage(s), delay(s), disrupt(s), or interfere(s) with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's or its Derivative Parties' failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's or its Derivative Parties' action(s), inaction(s), or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor or Owner, then Contractor shall promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction. In addition, the Contractor's indemnity, defense and hold harmless obligations to the Indemnified Parties under SC-7.18 shall apply as to any and all Losses, liabilities, damages, expenses and costs arising out of, resulting from, or in connection with any and all claims brought by any such other contractor or utility owner against one or more of the Indemnified Parties that arise out of or relate to any such damage, delay, disruption or interference when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Losses, liabilities, damages, expenses and costs so indemnified. Provided, however, nothing herein shall require the Contractor to indemnify the Indemnified Parties against any such claims arising out of, resulting from, or in connection with any negligent acts of one or more of the Indemnified Parties.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.11 *Evidence of Financial Arrangements*

SC-9.11 Add the following new paragraph immediately after Paragraph 9.11.A:

- B. On request of Contractor, prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

ARTICLE 10 - ARCHITECT'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

SC-10.01.A Delete Paragraph 10.01.A in its entirety and replace with the following:

- A. Architect will be Owner's representative during the construction period and Architect's instructions shall be followed promptly and efficiently.

10.03

SC-10.03.B Add the following new subparagraph immediately following Paragraph 10.03.B:

1. When the Owner assigns City field staff to monitor the project, such staff's limitations shall be as described in SC-10.03.A.4, SC-10.03.A.5 and SC-10.03.A.6.

ARTICLE 11 - CHANGES TO THE CONTRACT

11.07 *Change of Contract Price*

SC-11.07.B.2 Delete this subparagraph in its entirety and replace with the following:

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (with allowances for overhead and profit in accordance with Paragraph 11.07.C.2); or"

11.08 *Change of Contract Times*

SC-11.08 Add the following paragraph after Paragraph 11.08.B:

- C. Time Extension: Contract time extensions for weather delays do not entitle Contractor to "extended overhead" recovery.

ARTICLE 12 - CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01.B.1 Delete Paragraph 13.01.B.1 in its entirety and replace with the following:

Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Labor will be based on direct labor cost, Contractor to provide certified payroll upon request. No claims for extra cost shall be considered based on an escalation of labor costs throughout the period of the Contract.

SC-13.01.B.2 Add the following language at the end of the Paragraph:

No claims for extra cost shall be considered based on an escalation of material costs throughout the period of the Contract.

SC-13.01.B.3 Delete the second sentence "If required...be acceptable."

SC-13.01.B.4 Delete in its entirety.

SC-13.01.B.5.a Delete Paragraph in its entirety.

SC-13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

1. Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Architect, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

SC-13.01.B.5.d Add the following language at the end of the Paragraph:

However, reimbursable sales and use taxes paid to the State of North Carolina or to local governments in North Carolina shall be included or excluded from the Cost of the Work as described in Section 00805.

SC-13.01.B.5.f Delete Paragraph in its entirety.

SC-13.01.B.5.g Delete Paragraph in its entirety.

SC-13.01.B.5.h Delete Paragraph in its entirety.

SC-13.01.C.1 Add the following language at the end of the Paragraph.

Project Management will not be included in the Cost of the Work.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.02 *Tests, Inspections, and Approvals*

SC-14.02.B Delete Paragraph 14.02.B in its entirety and insert the following in its place:

- B. Owner shall employ and pay for inspections and testing services specifically noted as such in the Contract. All others required shall be the responsibility of the Contractor.

SC-14.02.C Delete Paragraph 14.02.C in its entirety and insert the following in its place:

- C. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, testing or approval.

SC-14.02.G Add the following paragraph(s) immediately following Paragraph 14.02.F:

- G. Owner reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the Site. These tests if made will be conducted in accordance with the

appropriate referenced standards or Specification requirements. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the Site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the Owner.

14.03 *Defective Work*

SC-14.03.G Add a new paragraph after Paragraph 14.03.F:

- G. At any time during the progress of the Work and up to the date of final acceptance, the Engineer shall have the right to reject any Work which does not conform to the requirements of the Contract Documents, even though such Work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials.

14.06 *Owner May Stop the Work*

SC-14.06.A Add the following language to the first sentence of Paragraph 14.06.A after:

“.....will conform to the Contract Documents,” add “or if the Work interferes with the operation of the existing facility”, and then continue “then Owner may order...”

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01.A Add the following paragraph immediately following Paragraph 15.01.A:

1. The Contractor shall submit for the Engineer's approval, a complete breakdown of all Lump Sum Items in the Bid. This breakdown, modified as directed by the Engineer, will be used as a basis for preparing estimates and establishing progress payments.

SC-15.01.B.4 Delete Subparagraph 15.01.B.4 in its entirety and replace with the following:

4. Progress payment request shall include the percentage of the total amount of the Contract which has been completed from the start-up of the Project to and including the last day of the preceding month, or other mutually agreed upon day of the month accompanied by such data and supporting evidence as Owner or Engineer may require.

SC-15.01.B. Add the following new subparagraphs after Subparagraph 15.01.B.4:

5. Forms shall be prepared by the Contractor and submitted to the Engineer for approval. Forms to be used are included in Section 00620 and will be supplied by the Engineer.

6. At the option of the Owner, partial payment up to the estimated value, less retainage, may be allowed for any materials and equipment not incorporated in the Work, pursuant to the following conditions:
 - a. Major equipment items stored off site shall be stored in a bonded warehouse and properly maintained during storage.
 - b. Equipment or materials stored on the Site shall be properly stored, protected and maintained.
 - c. For any partial payment the Contractor shall submit, with the monthly progress payment from each material or equipment manufacturer, bills or invoices indicating actual material cost.
 - d. Contractor shall submit evidence that payment has been made for materials or equipment stored and for which the Engineer has authorized partial payment and previous progress payments, prior to submission of the next monthly payment request.
7. The Owner will retain five percent (5%) of the amount of each [progress payment]. such estimate until Work covered by the Contract is 50% complete. When 50% of the Work of the original Contract has been completed and in the opinion of the Owner the Contractor continues to perform satisfactorily and nonconforming Work identified in writing prior to that time by the Engineer or Owner has been corrected by the Contractor and accepted by the Owner, the Owner with written consent of surety will adjust future partial payments so that two and one-half percent (2-1/2%) of the original Contract Price is retained.
8. The Project shall be deemed 50% complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equals or exceeds 50% of the original value of the Contract, except the value of materials stored on-site shall not exceed 20% of the Contractor's gross invoices for the purpose of determining whether the project is 50% complete.
9. If the Owner determines it is appropriate to reduce retainage, the method used for such adjustment shall be to fix retainage at two and one-half percent (2-1/2%) of the original Contract amount (when the Work is 50% complete) and to pay all subsequent Partial Payment Requests to the full approved amount. The intent of such an adjustment is to gradually reduce retainage to two and one-half percent (2-1/2%) of the original Contract amount when the Work is 100% complete. Following 50% completion of the Project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the Owner to retain two and one-half percent (2-1/2%) total retainage through the completion of the Project.
10. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application up to a maximum amount of five (5) percent of the original Contract amount.

11. Within 60 days after the submission of a final pay application, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner if (1) the Owner receives a certificate of substantial completion from the Engineer, or (2) the Owner receives beneficial occupancy or use of the Project. However, the Owner may retain sufficient funds to secure completion of the Project or corrections on any Work. If the Owner retains funds, the amount retained shall not be more than 2.5 times the Engineer's estimated value of the Work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the written consent of the Contractor's surety.
12. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractor is further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the Owner from the Contractor pursuant to statute.
13. Nothing shall prevent the Owner from withholding payment to the Contractor in addition to the amounts identified herein 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.

SC-15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. Upon receipt from Engineer of an Application for Payment bearing Engineer's recommendation of payment, Owner shall set off against the amount recommended by Engineer any sums to which Owner is entitled pursuant to Sec. 15.01.E of the General Conditions and shall then approve the Application for Payment. Owner shall tender the resulting balance due to Contractor within thirty (30) days of Owner's approval of the Application for Payment

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 *Final Payment*

SC-15.06.E Delete Paragraph 15.06.E in its entirety and insert the following in its place:

Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment bearing Engineer's recommendation of payment, Engineer's notice of acceptability, and accompanying documentation, Owner shall set off against the

amount recommended by Engineer for final payment any further sum to which Owner is entitled pursuant to Sec. 15.01.E of the General Conditions, and shall then approve the final Application for Payment. Owner shall tender the resulting balance due to Contractor within thirty (30) days of Owner's approval of the final Application for Payment.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

SC-16.01 Add the following new paragraph immediately after Paragraph 16.01A:

- B. Should the Owner suspend Work due to unsafe Work conducted by the Contractor, the Contractor shall not be allowed any adjustment in Contract Price or extension of Contract Time attributed to this delay.

16.02 *Owner May Terminate for Cause*

SC-16.02.A.3 Add the following after "jurisdiction":

"(including those governing employee safety)"

SC-16.04.A Amend the first sentence of paragraph 16.04.A as follows:

Strike out the phrase "Owner fails for 30 days" and replace with "Owner fails for 45 days after Approval by Owner".

SC-16.04.B Amend the first sentence of paragraph 16.04.B as follows:

Strike out the phrase "Owner has failed for 30 days" and replace with "Owner has failed for 45 days after Approval by Owner".

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

SC-17.01.B Delete in its entirety and replace with the following:

- B. Either Owner or Contractor may request mediation of any claim submitted to Engineer for a decision under Article 12 - Claims before such decision becomes final and binding.

SC-17.01 Add the following new paragraphs after SC-17.01.B:

- C. In accordance with GS 143-128(f), any claim, dispute or other matter in question (involving greater than \$15,000) arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceeding by either party. The dispute resolution process adopted by the N.C. State Building Commission shall be followed. The process entitled "Rules

Implementing Mediated Settlement Conferences in North Carolina Construction Projects” are included in Section 00810.

- D. All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

ARTICLE 18 - MISCELLANEOUS

18.01 *Giving Notice*

SC-18.01.A.3 Delete in its entirety and replace with the following:

- 3. by e-mail to the recipient, with the words “Formal Notice” in the e-mail’s subject line.

SC-18.01 Add the following new paragraph after Paragraph 18.01.A:

- B. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Any notice by a party to this Contract to another party or parties to this Contract relative to any part of this Contract shall be in writing.

18.07 *Controlling Law*

SC-18.07.A Delete in its entirety and replace with the following:

- A. All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

END OF SECTION



MATRIX

Health & Safety Consultants, L.L.C.

October 23, 2025

City of Raleigh
222 W. Hargett Street
Raleigh, NC 27601

Attention: Glen Willert

Subject: Asbestos and Lead-Based Paint Survey Report
1105 Warehouse Drive
Raleigh, North Carolina
Matrix Job Number: 251048

Dear Mr. Willert:

Matrix Health & Safety Consultants, L.L.C. (Matrix) is pleased to present this report of the survey to identify asbestos-containing materials and lead-based paint at 1105 Warehouse Drive on the Dorothea Dix Campus in Raleigh, North Carolina. This report presents known project information, survey procedures and survey results.

Matrix understands that the structure is scheduled for renovation in the near future. In order to facilitate the renovation, Matrix conducted a survey to determine the existence of asbestos-containing materials. Matrix also performed a limited lead-based paint survey to detect painted surfaces that may need special attention during future renovation activities to help prevent lead dust exposure.

The scope of work did not include testing for the roof materials.

SURVEY PROCEDURES

The survey was performed on October 22, 2025, by Matrix's Inspector Britt Wester (North Carolina Asbestos Inspector No. 10847 and North Carolina Lead Risk Assessor No. 120173). The survey began with a walk-through of the building observing accessible areas for the presence of suspect asbestos-containing materials and painted components. Both friable and nonfriable suspect asbestos-containing materials were considered during the course of the survey. Friable materials can be pulverized or reduced to powder by hand pressure. A sampling strategy was determined, and bulk samples of suspect ACMs were obtained. Suspect ACMs were grouped based on material homogeneity. A homogeneous area is an area which contains materials that appear by texture, color and wear to be uniform and applied during the same general time period.

To determine the presence or absence of asbestos content in the suspect materials, samples were collected and transported Eurofins-CEI, located in Cary, North Carolina under chain-of-custody documentation for laboratory analysis. The collected samples were placed into individual sample containers, sealed and a unique identification number was assigned to the sample container at the time of collection. The identification included the sample collection date and location. This information was logged on our Asbestos Bulk Sampling Record and submitted to the laboratory.

ANALYSIS PROCEDURES AND RESULTS

The collected asbestos samples were analyzed using Polarized Light Microscopy (PLM) in conjunction with dispersion staining techniques using EPA Method 600/M4-82-020 per 40 CFR 763. The bulk laboratory analysis provided the asbestos content (positive or negative), percentage of asbestos, asbestos type and identification of other non-asbestos fibers. A material is classified as asbestos-containing if it contains more than 1% asbestos by weight, according to EPA regulations. A listing of all samples and analytical results can be found in the attached laboratory report.

No asbestos-containing materials were identified at the facility during our inspection.

LEAD-BASED PAINT SURVEY PROCEDURES

The lead-based paint survey started with our inspectors/risk assessor walking through the subject building to document testing combinations and select test locations. The walls/sides of the property are distinguished by Side A, B, C, or D. Wall or side A is considered the front of the building, then moving clockwise would be wall/side B, C (rear), and D. After the testing strategy was determined, Matrix used a Viken PB200e Lead Paint Spectrum Analyzer (XRF) to determine the lead content (mg/cm²) of painted surfaces at the subject property. For the purpose of this survey, paints with concentrations of 1.0 mg/cm² or greater were considered lead-based paint.

The following summary presents the lead-based paint testing results for the designated renovation areas. While lead concentrations below 1.0 mg/cm² do not meet the federal definition of lead-based paint, they may still pose a lead dust hazard. For a comprehensive list of all tested surfaces and corresponding XRF results, please refer to the attached XRF Testing Report.

(XRF) Summary – Identified Lead-Based Paints

COMPONENT	SUBSTRATE	COLOR	LOCATION	LEAD CONTENT (mg/cm ²)	CONDITION
Handrail	Metal	Tan	Loading Dock Area	8.5	Intact
Dock Band	Metal	Yellow	Loading Dock	5.3	Deteriorated
Door Casing	Metal	Tan	Loading Dock Bay Doors	5.1	Intact
Corner Guard	Metal	Tan	Loading Dock Bay Doors	4.1	Intact

Matrix recommends that activities that cause the disturbance of lead-based paint (renovation activities that disturb greater than 6 square feet of paint or more per interior room or greater than 20 square feet of paint on the exterior of the home) be performed by North Carolina Certified Renovators. Matrix recommends that North Carolina Certified Renovators perform renovation activities in accordance with the standards of the Lead-Based Paint Renovation, Repair, and Painting Program (EPA 40 CFR Part 745).

Personnel involved in renovation or demolition activities that may disturb painted surfaces containing any amount of lead must comply with OSHA regulations, specifically the **OSHA Lead in Construction Standard (29 CFR 1926.62)**, to minimize employee lead exposure.

The Occupational Safety and Health Administration (OSHA) Lead in Construction Standard (29 CFR 1926.62) states that “negative” readings (i.e. those below the HUD/EPA definition of what constitutes LBP [1.0 mg/cm²]) **does not** relieve contractors from performing exposure assessments (personal air monitoring) on their employees per the OSHA Lead Standard, and should not be interpreted as lead free. Although a reading may indicate “negative”, airborne lead concentrations still may exceed the OSHA Action Level or the OSHA Permissible exposure limit (PEL) depending on the work activity.

QUALIFICATIONS

This report summarizes Matrix’s evaluation of the conditions observed at the subject building during the course of the facility survey. Our findings are based upon our observations at the building and analyses of the samples obtained at the time of this survey. Additional asbestos-containing materials may exist (undetected) in other portions of the building due to inaccessibility or due to an undetectable change in materials. Any conditions discovered which deviate from the data contained in this report should be presented to us for our evaluation.

We appreciate the opportunity to provide these services and are available to discuss the report's findings at your convenience. If you have any questions regarding this report or its results, please contact us.

Sincerely,

MATRIX HEALTH AND SAFETY CONSULTANTS, L.L.C.



C. Britt Wester, CIH
Principal

Attachments: Site Photographs
 Asbestos Laboratory Analysis Report
 XRF Data

Site Photographs



1105 Warehouse Drive

Selected images...

Identified Lead-Based Paints



Reading #79

Handrails



Reading #81

Dock Band



Reading #83

Door Casing



Reading #84

Corner Guard

Asbestos Laboratory Analysis Report

October 23, 2025

Britt Wester
Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

CLIENT PROJECT: 1105 Warehouse Dr.
LAB CODE: 699667-1

Dear Britt,

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on October 22, 2025. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA 40 CFR Appendix E to Subpart E of Part 763: Interim Method of the Determination of Asbestos in Bulk Insulation Samples.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% by calibrated visual estimate.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,



Kamila Reichert,
Laboratory Director

NVLAP 101768-0

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

Matrix Health & Safety Consultants

CLIENT PROJECT:	1105 Warehouse Dr.
LAB CODE:	699667-1
TEST METHOD:	EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763
REPORT DATE:	10/23/25
TOTAL SAMPLES ANALYZED:	22
# SAMPLES >1% ASBESTOS:	0
TOTAL LAYERS ANALYZED:	24

Project: 1105 Warehouse Dr.

Lab Code: 699667-1

Method: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

Client ID	Lab ID	Layer	Sample Description	Asbestos %
1105-1	3822416		White/tan ceiling tile	None Detected
1105-2	3822417		White/tan ceiling tile	None Detected
1105-3	3822418		White/gray fitting	None Detected
1105-4	3822419		White/gray fitting	None Detected
1105-5	3822420		White/gray fitting	None Detected
1105-6	3822421	Layer A	White joint compound	None Detected
		Layer B	White/tan drywall	None Detected
1105-7	3822422	Layer A	White joint compound	None Detected
		Layer B	White/tan drywall	None Detected
1105-8	3822423		Gray floor tile	None Detected
1105-8 (2)	3824703		Black mastic	None Detected
1105-9	3822424		Gray floor tile	None Detected
1105-9 (2)	3824724		Black mastic	None Detected
1105-10	3822425		Blue floor tile	None Detected
1105-10 (2)	3824725		Yellow mastic	None Detected
1105-11	3822426		Blue floor tile	None Detected
1105-11 (2)	3824726		Yellow mastic	None Detected
1105-12	3822427		Yellow cove base mastic	None Detected
1105-13	3822428		Yellow cove base mastic	None Detected
1105-14	3822429		White/yellow thermal systems insulation (tsi)	None Detected
1105-15	3822430		White/yellow thermal systems insulation (tsi)	None Detected
1105-16	3822431		White/yellow thermal systems insulation (tsi)	None Detected
1105-17	3822432		Brown/white glazing	None Detected
1105-18	3822433		Brown/white glazing	None Detected

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: 699667-1
Date Received: 10/22/25
Date Analyzed: 10/23/25
Date Reported: 10/23/25

Project: 1105 Warehouse Dr.

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
1105-1 3822416	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White/tan	20%	Glass	5%	Paint	
		Fibrous					
		Loosely Bound					
1105-2 3822417	Ceiling Tile	Heterogeneous	60%	Cellulose	15%	Perlite	None Detected
		White/tan	20%	Glass	5%	Paint	
		Fibrous					
		Loosely Bound					
1105-3 3822418	Fitting	Heterogeneous	30%	Glass	65%	Binder	None Detected
		White/gray			5%	Paint	
		Fibrous					
		Loosely Bound					
1105-4 3822419	Fitting	Heterogeneous	30%	Glass	65%	Binder	None Detected
		White/gray			5%	Paint	
		Fibrous					
		Loosely Bound					
1105-5 3822420	Fitting	Heterogeneous	10%	Cellulose	55%	Binder	None Detected
		White/gray	30%	Glass	5%	Paint	
		Fibrous					
		Loosely Bound					
1105-6 Layer A 3822421	Joint Compound	Heterogeneous			65%	Binder	None Detected
		White			30%	Calc Carb	
		Non-Fibrous			5%	Paint	
		Bound					
Layer B 3822421	Drywall	Heterogeneous	20%	Cellulose	80%	Gypsum	None Detected
		White/tan					
		Fibrous					
		Bound					

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: 699667-1
Date Received: 10/22/25
Date Analyzed: 10/23/25
Date Reported: 10/23/25

Project: 1105 Warehouse Dr.

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
1105-7 Layer A 3822422	Joint Compound	Heterogeneous			65%	Binder	None Detected
		White		30%	Calc Carb		
		Non-Fibrous		5%	Paint		
		Bound					
Layer B 3822422	Drywall	Heterogeneous	20%	Cellulose	80%	Gypsum	None Detected
		White/tan					
		Fibrous					
		Bound					
1105-8 3822423	Floor Tile	Homogeneous			100%	Vinyl	None Detected
		Gray					
		Non-Fibrous					
		Bound					
1105-8 (2) 3824703	Mastic	Homogeneous			100%	Mastic	None Detected
		Black					
		Non-Fibrous					
		Bound					
1105-9 3822424	Floor Tile	Homogeneous			100%	Vinyl	None Detected
		Gray					
		Non-Fibrous					
		Bound					
1105-9 (2) 3824724	Mastic	Homogeneous			100%	Mastic	None Detected
		Black					
		Non-Fibrous					
		Bound					
1105-10 3822425	Floor Tile	Homogeneous			100%	Vinyl	None Detected
		Blue					
		Non-Fibrous					
		Bound					

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: 699667-1
Date Received: 10/22/25
Date Analyzed: 10/23/25
Date Reported: 10/23/25

Project: 1105 Warehouse Dr.

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous	Non-Fibrous			%
1105-10 (2) 3824725	Mastic	Homogeneous Yellow Non-Fibrous Bound		100%	Mastic		None Detected
1105-11 3822426	Floor Tile	Homogeneous Blue Non-Fibrous Bound		100%	Vinyl		None Detected
1105-11 (2) 3824726	Mastic	Homogeneous Yellow Non-Fibrous Bound		100%	Mastic		None Detected
1105-12 3822427	Cove Base Mastic	Homogeneous Yellow Non-Fibrous Bound		100%	Mastic		None Detected
1105-13 3822428	Cove Base Mastic	Homogeneous Yellow Non-Fibrous Bound		100%	Mastic		None Detected
1105-14 3822429	Thermal Systems Insulation (Tsi)	Heterogeneous White/yellow Fibrous Loosely Bound	10% 70%	Cellulose Glass	10% 5% 5%	Foil Paint Mastic	None Detected
1105-15 3822430	Thermal Systems Insulation (Tsi)	Heterogeneous White/yellow Fibrous Loosely Bound	10% 70%	Cellulose Glass	10% 5% 5%	Foil Paint Mastic	None Detected

ASBESTOS BULK ANALYSIS

By: Polarized Light Microscopy

Client: Matrix Health & Safety Consultants
2900 Yonkers Road
Raleigh, NC 27604

Lab Code: 699667-1
Date Received: 10/22/25
Date Analyzed: 10/23/25
Date Reported: 10/23/25

Project: 1105 Warehouse Dr.

Method: ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-Fibrous		%
1105-16 3822431	Thermal Systems Insulation (Tsi)	Heterogeneous	10%	Cellulose	10%	Foil	None Detected
		White/yellow	70%	Glass	5%	Paint	
		Fibrous			5%	Mastic	
		Loosely Bound					
1105-17 3822432	Glazing	Heterogeneous			70%	Binder	None Detected
		Brown/white			30%	Calc Carb	
		Non-Fibrous			<1%	Paint	
		Bound					
1105-18 3822433	Glazing	Heterogeneous			70%	Binder	None Detected
		Brown/white			30%	Calc Carb	
		Non-Fibrous			<1%	Paint	
		Bound					

LEGEND:

Non-Anth = Non-Asbestiform Anthophyllite
Non-Trem = Non-Asbestiform Tremolite
Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

REPORTING LIMIT: 1% by calibrated visual estimation

REGULATORY LIMIT: 1%

Due to the limitations of the EPA 600 / R93 / 116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

Eurofins Built Environment Testing East, LLC makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins Built Environment Testing East, LLC. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.



Regan Kerns
Analyst

DATA QA:



Samantha Webster
10/23/2025

APPROVED BY:



Kamila Reichert,
Laboratory Director



Built Environment Testing

RES Job #: 699667

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: Matrix Health & Safety Consultants	Company: Matrix Health & Safety Consultants	Contact: Britt Wester	-1 PLM Priority
Address: 2900 Yonkers Road	Address: 2900 Yonkers Road	Phone: (919) 868-6181	
Raleigh, NC 27604	Raleigh, NC 27604	Fax:	
		Cell:	
Project Number and/or P.O. #: None Given	Project Zip Code:	Final Data Deliverable Email Address:	
Project Description/Location: 1105 Warehouse Dr.		cbw@matrixhsc.com (+ 2 ADDNL. CONTACTS)	

ASBESTOS LABORATORY					REQUESTED ANALYSIS							VALID MATRIX CODES						LAB NOTES						
PLM / PCM / TEM / NYS DTL RUSH PRIORITY STANDARD					PLM - PLM Short Report (EPA/600/R-93/116)	TEM	PCM	NYS	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD	Sample Volume (L) / Area	Sample Temperature (°C)	Length (or Aliquots) x Width (or Area) (Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm			
																							Air = A	Bulk = B
																							Dust = D	Food = F
																							Paint = P	Soil = S
																							Surface = SU	Swab = SW
																							Tape = T	Wipe = W
																							Drinking Water = DW	
																						Waste Water = WW		
																						ASTM E1792 approved wipe media only		
CHEMISTRY LABORATORY																								
Dust RUSH PRIORITY STANDARD																								
Metals RUSH PRIORITY STANDARD																								
Organics* SAME DAY RUSH PRIORITY STANDARD																								
MICROBIOLOGY LABORATORY																								
Viable Analysis** PRIORITY STANDARD																								
Medical Device Analysis RUSH STANDARD																								
Mold Analysis RUSH PRIORITY STANDARD																								
Turnaround times establish a laboratory priority, subject to laboratory volume and are not guaranteed. Additional fees apply for afterhours, weekends and holidays.																								
Special Instructions:																								
Client Sample ID Number (Sample ID's must be unique)					ASBESTOS				CHEMISTRY						ICO								Laboratory Analysis Instructions	
1 1105-1					X													B						
2 1105-2					X													B						
3 1105-3					X													B						
4 1105-4					X													B						
5 1105-5					X													B						
6 1105-6					X													B						
7 1105-7					X													B						
8 1105-8					X													B						
9 1105-9					X													B						
10 1105-10					X													B						
11 1105-11					X													B						
12 1105-12					X													B						
13 1105-13					X													B						

Eurofins Built Environment Testing East, LLC establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.

Eurofins Built Environment Testing East, LLC will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall constitute an analytical services agreement with payment terms of NET30. Failure to comply with payment terms may result in a 18% APR finance charge.

Relinquished By:	Date/Time: 10/22/2025 12:39:10	Sample Condition: Acceptable
Received By: 	Carlos Romero	Date/Time: 10/22/2025 12:39:10
		Carrier: Hand



RES Job #: 699667

Submitted By: Matrix Health & Safety Consultants



Built Environment Testing

RES Job #:

699667

Submitted By:

Matrix Health & Safety Consultants

REQUESTED ANALYSIS										VALID MATRIX CODES						LAB NOTES										
PLM - PLM Short Report (EPA/600/R-93/116)	TEM	PCM	NYS	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD		Air = A															
											Bulk = B															
											Dust = D															
											Paint = P															
											Soil = S															
											Surface = SU															
											Swab = SW															
											Tape = T															
											Wipe = W															
											Drinking Water = DW															
											Waste Water = WW															
											ASTM E1792 approved wipe media only															
Sample Volume (L) / Area											Sample Temperature (°C)	Length (or Aliquots) x Width (or Area/Aliquot)	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time Collected hh:mm	Laboratory Analysis Instructions									
Client Sample ID Number (Sample ID's must be unique)											ASBESTOS	CHEMISTRY	MICROBIOLOGY	ICO												
14											1105-14	X												B		
15											1105-15	X												B		
16											1105-16	X												B		
17											1105-17	X												B		
18											1105-18	X												B		



CEI

CHAIN OF CUSTODY

730 SE Maynard Road, Cary, NC 27511
Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:

ECEI Lab Code:

699667

ECEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
ECEI CLIENT #:	Job Contact: Britt Wester
Company: Matrix Health & Safety Consultants, LLC	Email / Tel: 1105 NAREHOUSE DR
Address: 2900 Yonkers Road	Project Name: Lattie's Little Lambs
Raleigh, NC 27604	Project ID#: AIS-CCF-004083
Email: cbw@matrixhsc.com	PO #: AIS-CCF-004083
Tel: 919-833-2520 Fax:	STATE SAMPLES COLLECTED IN:

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	☐	☐	☒	☐	☒	☐
PLM POINT COUNT (400)	EPA 600	☐	☐	☐	☐	☐	☐
PLM POINT COUNT (1000)	EPA 600	☐	☐	☐	☐	☐	☐
PLM GRAV w POINT COUNT	EPA 600		☐	☐	☐	☐	☐
PLM BULK	CARB 435		☐	☐	☐	☐	☐
PCM AIR*	NIOSH 7400	☐	☐	☐	☐	☐	☐
TEM AIR	EPA AHERA	☐	☐	☐	☐	☐	☐
TEM AIR	NIOSH 7402	☐	☐	☐	☐	☐	☐
TEM AIR (PCME)	ISO 10312	☐	☐	☐	☐	☐	☐
TEM AIR	ASTM 6281-15	☐	☐	☐	☐	☐	☐
TEM BULK	CHATFIELD		☐	☐	☐	☐	☐
TEM DUST WIPE	ASTM D5480-05 (2010)	☐	☐	☐	☐	☐	☐
TEM DUST MICROVAC	ASTM D5755-09 (2014)	☐	☐	☐	☐	☐	☐
TEM SOIL	ASTM D7521-16			☐	☐	☐	☐
TEM VERMICULITE	CINCINNATI METHOD			☐	☐	☐	☐
TEM QUALITATIVE	IN-HOUSE METHOD		☐	☐	☐	☐	☐
OTHER:		☐	☐	☐	☐	☐	☐

*Blanks should be taken from the same sample lot as field samples.

REMARKS / SPECIAL INSTRUCTIONS:		☒ Accept Samples ☐ Reject Samples	
See attached BSR			
Relinquished By:	Date/Time	Received By:	Date/Time
Britt Wester	1/21/2025 10/22/25	CR2	6/22/25 11:55 AM

By submitting samples, you are agreeing to ECEI's Terms and Conditions.
Samples will be disposed of 30 days after analysis

Hand



CEI

SAMPLING FORM

COMPANY CONTACT INFORMATION

Company: <u>MATRIX</u>	Job Contact: <u>Britt Wester</u>
Project Name: <u>1105 Warehouse Dr.</u>	
Project ID #:	Tel:

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
1105-1	2x2 Ceiling Tile - office	575 SF	PLM ☒	TEM ☐
1105-2	2x2 Ceiling Tile - office	"	PLM ☒	TEM ☐
1105-3	TSI - Fitting - Roof Drain	2	PLM ☒	TEM ☐
1105-4	TSI - Fitting - Roof Drain	"	PLM ☒	TEM ☐
1105-5	TSI - Fitting - Elbow	4	PLM ☒	TEM ☐
1105-6	Drywall w/ Joint Compound	800 SF	PLM ☒	TEM ☐
1105-7	Drywall w/ Joint Compound	"	PLM ☒	TEM ☐
1105-8	12x12 Gray F.T. + Mastic	144 SF	PLM ☒	TEM ☐
1105-9	12x12 Gray F.T. + Mastic	"	PLM ☒	TEM ☐
1105-10	12x12 Blue F.T. + Mastic	320 SF	PLM ☒	TEM ☐
1105-11	12x12 Blue F.T. + Mastic	"	PLM ☒	TEM ☐
1105-12	Baseboard Mastic	180 LF	PLM ☒	TEM ☐
1105-13	Baseboard Mastic	"	PLM ☒	TEM ☐
1105-14	TSI - Pipe Drain	50 LF	PLM ☒	TEM ☐
1105-15	TSI - P. Pipe Roof Drain	"	PLM ☒	TEM ☐
1105-16	TSI - Pipe "	"	PLM ☒	TEM ☐
1105-17	Window Glazing Exterior	1 each	PLM ☒	TEM ☐
1105-18	Window Glazing "	"	PLM ☒	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐
			PLM ☐	TEM ☐

XRF Lead Data

1105 Warehouse Drive

Matrix Health & Saefty
2900 Yonkers Road
Raleigh, NC 27604

INSPECTION SITE:	1105 Warehouse Drive Raleigh, NC
INSPECTION DATE:	10/22/2025 - 10/22/2025
INSTRUMENT TYPE:	Viken Detection Pb200i XRF Lead Paint Analyzer 3568
ACTION LEVEL:	1.0 (mg/cm ²)
STATEMENT:	CLRA - Britt Wester - 120173

1105 Warehouse Drive

Inspection Date: 10/22/2025 - 10/22/2025
 Action Level: 1.0 (mg/cm²)
 Total Readings: 48
 Unit Started: 10/22/2025 09:27:07
 Unit Ended: 10/22/2025 11:47:44

Inspection Site: 1105 Warehouse Drive
 Raleigh, NC

Read #	Result	RTA Present	COMPONENT	SUBSTRATE	SIDE	CONDITION	Lead (mg/cm ²)	Mode
71 (CAL)		Off			Calibration		1.0 mg/cm ²	Action Level (1.0)
72 (CAL)		Off			Calibration		1.0 mg/cm ²	Action Level (1.0)
73 (CAL)		Off			Calibration		1.0 mg/cm ²	Action Level (1.0)
74 (CAL)		Off			Calibration		0.0 mg/cm ²	Action Level (1.0)
75 (CAL)		Off			Calibration		0.0 mg/cm ²	Action Level (1.0)
76 (CAL)		Off			Calibration		0.0 mg/cm ²	Action Level (1.0)
77	Negative	Off	Window Casing	Metal	A	Intact	0.1 mg/cm ²	Action Level (1.0)
78	Negative	Off	Window Sash	Metal	A	Deteriorated	0.3 mg/cm ²	Action Level (1.0)
79 🚧	Positive	Off	Railing	Metal	A	Intact	8.5 mg/cm ²	Action Level (1.0)
80	Negative	Off	Tread	Metal	A	Intact	0.6 mg/cm ²	Action Level (1.0)
81 🚧	Positive	Off	dock band	Metal	A	Deteriorated	5.3 mg/cm ²	Action Level (1.0)
82	Negative	Off	garage door	Metal	A	Intact	0.0 mg/cm ²	Action Level (1.0)

1105 Warehouse Drive

Inspection Date: 10/22/2025 - 10/22/2025
 Action Level: 1.0 (mg/cm²)
 Total Readings: 48
 Unit Started: 10/22/2025 09:27:07
 Unit Ended: 10/22/2025 11:47:44

Inspection Site: 1105 Warehouse Drive
 Raleigh, NC

Read #	Result	RTA Present	COMPONENT	SUBSTRATE	SIDE	CONDITION	Lead (mg/cm ²)	Mode
83 🚧	Positive	Off	Door Casing	Metal	A	Intact	5.1 mg/cm ²	Action Level (1.0)
84 🚧	Positive	Off	Corner Board	Metal	A	Intact	4.1 mg/cm ²	Action Level (1.0)
85	Negative	Off	Door Jamb	Metal	A	Intact	0.5 mg/cm ²	Action Level (1.0)
86	Negative	Off	Door	Metal	A	Intact	0.1 mg/cm ²	Action Level (1.0)
87	Negative	Off	Door Casing	Wood	C	Intact	0.1 mg/cm ²	Action Level (1.0)
88	Negative	Off	Door Casing	Metal	C	Intact	0.1 mg/cm ²	Action Level (1.0)
89	Negative	Off	Door	Metal	C	Intact	0.0 mg/cm ²	Action Level (1.0)
90	Negative	Off	Window Casing	Metal	D	Intact	0.0 mg/cm ²	Action Level (1.0)
91	Negative	Off	Wall	Cinderblock	A	Intact	0.0 mg/cm ²	Action Level (1.0)
92	Negative	Off	Wall	Drywall	B	Intact	0.0 mg/cm ²	Action Level (1.0)
93	Negative	Off	Wall	Drywall	C	Intact	0.1 mg/cm ²	Action Level (1.0)
94	Negative	Off	Wall	Cinderblock	D	Intact	0.0 mg/cm ²	Action Level (1.0)

1105 Warehouse Drive

Inspection Date: 10/22/2025 - 10/22/2025

Inspection Site: 1105 Warehouse Drive

Action Level: 1.0 (mg/cm²)

Raleigh, NC

Total Readings: 48

Unit Started: 10/22/2025 09:27:07

Unit Ended: 10/22/2025 11:47:44

Read #	Result	RTA Present	COMPONENT	SUBSTRATE	SIDE	CONDITION	Lead (mg/cm ²)	Mode
95	Negative	Off	Window Casing	Metal	A	Intact	0.2 mg/cm ²	Action Level (1.0)
96	Negative	Off	Window Sash	Metal	A	Intact	0.2 mg/cm ²	Action Level (1.0)
97	Negative	Off	Door	Wood	B	Deteriorated	0.1 mg/cm ²	Action Level (1.0)
98	Negative	Off	Door Casing	Metal	B	Intact	0.1 mg/cm ²	Action Level (1.0)
99	Negative	Off	Wall	Brick	A	Intact	0.2 mg/cm ²	Action Level (1.0)
100	Negative	Off	Wall	Brick	B	Intact	0.2 mg/cm ²	Action Level (1.0)
101	Negative	Off	Wall	Cinderblock	C	Intact	0.1 mg/cm ²	Action Level (1.0)
102	Negative	Off	Wall	Drywall	D	Intact	0.0 mg/cm ²	Action Level (1.0)
103	Negative	Off	Floor	Concrete		Intact	0.3 mg/cm ²	Action Level (1.0)
104	Negative	Off	Ceiling	Metal		Intact	0.1 mg/cm ²	Action Level (1.0)
105	Negative	Off	Ductwork	Metal		Intact	0.1 mg/cm ²	Action Level (1.0)
106	Negative	Off	Base Cabinet	Wood	C	Intact	0.0 mg/cm ²	Action Level (1.0)

1105 Warehouse Drive

Inspection Date: 10/22/2025 - 10/22/2025
 Action Level: 1.0 (mg/cm²)
 Total Readings: 48
 Unit Started: 10/22/2025 09:27:07
 Unit Ended: 10/22/2025 11:47:44

Inspection Site: 1105 Warehouse Drive
 Raleigh, NC

Read #	Result	RTA Present	COMPONENT	SUBSTRATE	SIDE	CONDITION	Lead (mg/cm ²)	Mode
107	Negative	Off	Ductwork	Metal		Intact	0.1 mg/cm ²	Action Level (1.0)
108	Negative	Off	Wall	Cinderblock	A	Intact	0.0 mg/cm ²	Action Level (1.0)
109	Negative	Off	Wall	Drywall	B	Intact	0.0 mg/cm ²	Action Level (1.0)
110	Negative	Off	Wall	Cinderblock	C	Intact	0.1 mg/cm ²	Action Level (1.0)
111	Negative	Off	Wall	Brick	D	Intact	0.0 mg/cm ²	Action Level (1.0)
112	Negative	Off	Floor	Concrete		Deteriorated	0.3 mg/cm ²	Action Level (1.0)
113 (CAL)		Off	Floor	Concrete		Deteriorated	1.1 mg/cm ²	Action Level (1.0)
114 (CAL)		Off	Floor	Concrete		Deteriorated	1.2 mg/cm ²	Action Level (1.0)
115 (CAL)		Off	Floor	Concrete		Deteriorated	1.1 mg/cm ²	Action Level (1.0)
116 (CAL)		Off	Floor	Concrete		Deteriorated	0.0 mg/cm ²	Action Level (1.0)
117 (CAL)		Off	Floor	Concrete		Deteriorated	0.0 mg/cm ²	Action Level (1.0)
118 (CAL)		Off	Floor	Concrete		Deteriorated	0.0 mg/cm ²	Action Level (1.0)

1105 Warehouse Drive

Inspection Date: 10/22/2025 - 10/22/2025

Inspection Site: 1105 Warehouse Drive
Raleigh, NC

Action Level: 1.0 (mg/cm²)

Total Readings: 48

Unit Started: 10/22/2025 09:27:07

Unit Ended: 10/22/2025 11:47:44

----- END OF READINGS -----

SECTION 087100 - DOOR HARDWARE

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Provisions of the Contract in Division 1 and of the Contract Documents apply to this Section.*

1.2 ACTION SUBMITTALS

- A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.*
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.*
- 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."*
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.*
 - a. Organize door hardware sets in same order as in the Door Hardware Schedule at the end of Part 3.*
 - 3. Content: Include the following information:*
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.*
 - b. Manufacturer of each item.*
 - c. Fastenings and other pertinent information.*
 - d. Location of each door hardware set, cross-referenced to the Drawings, both on floor plans and in door and frame schedule.*
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.*
 - f. Mounting locations for door hardware.*
 - g. Door and frame sizes and materials.*
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.*
- C. Keying Schedule: Provide keying schedule and factory bitting list to the owner and include in the closeout documents.*

1.3 INFORMATIONAL SUBMITTALS

- A. Warranties: Special warranties specified in this Section.*

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data:** *For each type of door hardware to include final door hardware schedule and catalog information.*

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:** *An experienced installer who has completed door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance with at least five years of experience.*
- B. Supplier Qualifications:** *Door hardware supplier with local warehousing facilities and who is or employs a certified Architectural Hardware Consultant, available during the course of the work to consult with Contractor, Architect, and Owner about door hardware coordination and keying.*
- 1. Scheduling Responsibility:** *Preparation of door hardware and keying schedules.*
- C. Architectural Hardware Consultant Qualifications:** *A person who is currently certified by the Door and Hardware Institute as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.*
- D. Source Limitations:** *Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.*
- E. Regulatory Requirements:** *Comply with provisions of the following:*
- 1. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), ANSI A117.1, as follows:**
- a. Handles, Pulls, Latches, Locks, and other Operating Devices:** *Shape easy to grasp with one hand and not requiring tight grasping, tight pinching, or twisting of wrist.*
- b. Door Closers:** *Comply with the following opening-force requirements:*
- 1) Interior Hinged Doors:** *Maximum 5 lbf applied perpendicular to door.*
- 2) Fire Doors:** *Minimum opening force per authorities having jurisdiction.*
- c. Thresholds:** *Not more than 1/2-inch-high, beveled with maximum slope of 1:2.*
- 2. NFPA 101: Comply with the following for means of egress doors:**
- a. Latches, Locks, and Exit Devices:** *Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.*
- b. Door Closers:** *Not more than 30 lbf to set door in motion and not more than 15 lbf to open door to minimum required width.*
- c. Thresholds:** *Not more than 1/2 inch high.*

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware upon receipt and provide secure lock-up for door hardware delivered to project site.**

- B. Tag items with identification related to the final Door Hardware Schedule and include basic installation instructions with each item or package.*
- C. Deliver keys to Construction Manager at the Project site or directly to the owner as coordinated.*

1.7 COORDINATION

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

1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.*
- B. Warranty Period: One year from date of Substantial Completion, unless otherwise indicated below.*
 - 1. Manual Closers: Thirty (30) years from date of Substantial Completion.*
 - 2. Locks: Ten (10) years from date of Substantial Completion.*

1.9 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools, if any and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.*

PART 2 PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in this Section, door hardware sets indicated in door and frame schedule, and the Door Hardware Schedule at the end of Part 3.*
 - 1. Door Hardware Sets: Provide quantity, item, size, finish, and color indicated, and the products specified in the hardware sets.*

- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Schedule at the end of Part 3. Products are identified by using door hardware designations, as follows:**
- 1. Named Manufacturer's Products: Basis-of-Design Product manufacturers are listed for each door hardware type required. Alternate manufacturers will only be considered as indicated below in B.2 as these are the owner's standards.**
 - 2. Manufacturers:**
 - a. Hinges - Ives, Best, Roton.**
 - b. Mortise Locks - Schlage L9000, Accurate 9000/9100, Sargent 8200.**
 - c. Patented Cylinders - Medeco M3 (Provided by The Owner's Vendor).**
 - d. Auxiliary Hardware - Ives, Burns, Trimco.**
 - e. Closers - LCN 4010/4110/4020, Corbin-Russwin DC8000, Sargent 281.**
 - f. Weatherstrip - Zero International, National Guard, Reese, Pemko.**

2.2 KEY REQUIREMENTS

- A. Upon receipt of approved Hardware Schedule, arrange a meeting with the general contractor and the owner's representative to obtain and determine necessary keying information. Owner's proprietary vendor, Marshall's Locksmith to conduct the meeting.**
- 1. Metals: Construct lock cylinder parts from brass, bronze, stainless steel or nickel silver.**
 - 2. Cores shall be the same product of a single manufacturer and identified on the core face.**
 - 3. All locksets, exit devices, and padlocks shall accept same core.**
 - 4. All doors shall be furnished with a construction master keying system for interim use during construction. Keyed alike standard cylinders supplied with the mortise locks may be used as the construction keyed system. Exit devices must be construction keyed on a separate Medeco construction system provided by the owner's proprietary vendor.**
 - 5. Provide a patented keyway and keys that cannot be duplicated without owner authorization.**
- B. All permanent keying of lock cylinders shall be as directed by the owner.**
- 1. Deliver all permanent keys directly to the owner unless otherwise directed.**

2.3 FABRICATION

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

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

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

2.4 FINISHES

- A. Standard: Comply with BHMA A156.18.*
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.*
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if within the range of approved Samples and assembled or installed to minimize contrast.*
- D. BHMA Designations: Comply with base material and finish requirements indicated by the following:*
 - 1. BHMA 626/US26D: Satin chromium plated over brass or bronze base metal.*
 - 2. BHMA 630/US32D: Satin stainless steel, stainless-steel base metal.*
 - 3. BHMA 652/US26D: Satin chromium plated over steel base metal.*
 - 4. BHMA 628/US28: Satin anodized aluminum.*

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.***
- B. Proceed with installation only after unsatisfactory conditions have been corrected.***

3.2 PREPARATION

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

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:***
 - 1. Standard Steel Door Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."***
 - 2. DHI WDHS.3, Locations for Wood Doors."***
 - 3. The hollow metal manufacturer's standard locations may also be used.***
- B. Install each door hardware item to comply with manufacturer's printed instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 09 Sections. Do not install surfacemounted items until finishes have been completed on substrates involved.***
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.***
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.***

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.***
 - 1. Door Closers: Adjust sweep period so that, from an open position of 70 degrees, the door will take at least three (3) seconds to move to a point 3 inches from latching, measured to the leading edge of the door. Adjust backcheck so that the opening of the***

door slows at approximately 70-75 degrees. Adjust opening force to meet ADA requirements.

3.5 CLEANING AND PROTECTION

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

3.6 DOOR HARDWARE SCHEDULE

- A. HW-1: Office Doors.*
 - 1. 3 EACH HINGE 5BB1 4.5 X 4.5 652 IVES.*
 - 2. 1 EACH ENTRANCE LOCK ND53JD BRK 626 SCHLAGE.*
 - 3. 1 EACH LARGE FORMAT INTERCHANGEABLE CORE 320201 T 626 MEDCO.*
 - 4. 1 EACH WALL STOP WS406/407CCV 630 IVES.*
 - 5. 3 EACH SILENCER SR64 GRY IVES.*
- B. HW-2: Single Occupancy Restroom Doors.*
 - 1. 3 EACH HINGE 5BB1 4.5 X 4.5 52 IVES.*
 - 2. 1 EACH PRIVACY LOCK W/ OUTSIDE INDICATOR ND40S BRK OS-OCC 626 SCHLAGE.*
 - 3. 1 EACH SURFACE CLOSER 4011 REGARM 689 LCN.*
 - 4. 1 EACH MOP PLATE 8400 6" B-CS 630 IVES.*
 - 5. 1 EACH KICK PLATE 8400 8" B-CS 630 IVES.*
 - 6. 1 EACH WALL STOP WS406/407CCV 630 IVES.*
 - 7. 3 EACH SILENCER SR64 GRY IVES.*
- C. HW-3: Closet Doors.*
 - 1. 3 EACH HINGE 5BB1 4.5 X 4.5 652 IVES.*
 - 2. 1 EACH CLASSROOM LOCK ND70JD BRK 626 SCHLAGE.*
 - 3. 1 EACH LARGE FORMAT INTERCHANGEABLE CORE 320201 T 626 MEDCO.*
 - 4. 1 EACH FLOOR STOP FS13 630 IVES.*
 - 5. 3 EACH SILENCER SR64 GRY IVES.*
- D. HW-4: Exterior Doors.*
 - 1. 3 EACH HINGE 5BB1 4.5 X 4.5 NRP 630 IVES.*
 - 2. 1 EACH STOREROOM LOCK L9080L M81A 626 SCHLAGE.*
 - 3. 1 EACH MORTISE CYLINDER 100200T 626 MEDCO.*
 - 4. 1 EACH SURFACE CLOSER 4111 CUSH 689 LCN.*
 - 5. 1 EACH KICK PLATE 8400 8" B-CS 630 IVES.*
 - 6. 1 EACH RAIN DRIP 142AA AA ZERO.*
 - 7. 1 SET GASKETING 429AA-S AA ZERO.*

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Raleigh NC

- 8. 1 EACH DOOR SWEEP 39A A ZERO.**
- 9. 1 EACH THRESHOLD 655A A ZERO.**

END OF SECTION 087100