

NHC Board of Elections

Addendum 02

06/09/2023

TCG Bid Manual Revisions

1. TCG Sample Subcontract Agreement
2. Bid Forms
3. Updated Drawing Log

New Items

1. BOE Scope Limits
2. BOE Logistics Plan
3. Early Gear Release – Submittal Response
4. Draft Schedule dated 6/08/23
5. Pre-Bid RFI Log

Drawing Revisions

1. S403 Framing Details

End of Addendum 02



Subcontract Agreement

Subcontract Agreement Cover Page

SUBCONTRACT AGREEMENT: **Sample Contract**

SUBCONTRACTOR:

WORK CATEGORY:

PROJECT NAME: Sandbox

LOCATION: 1022 Ashes Drive Suite 200
Wilmington, North Carolina 28405

OWNER: TEST OWNER
101 Dalmatian Ave
Wilmington, North Carolina 28405

ARCHITECT: Disney World
112 Mickey Mouse Lane
Orlando, FL, 08252

LIEN AGENT: N/A

SUBCONTRACT PRICE: \$0.00

BILLING DUE DATE:

GC PAY BILLING: Thomas Construction Group LLC
1022 Ashes Drive Suite 200
Wilmington, North Carolina 28405

RETAINED PERCENTAGE:

PAYMENT & PERFORMANCE BONDS: ☐ Required ☒ Not Required

LIQUIDATED DAMAGES: ☒ Applicable ☐ Not Applicable

On Contractor and Subcontractor, with offices located at the addresses shown above, agree for themselves, their successors, and assigns as follows:



Subcontract Agreement

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Subcontract Agreement

ARTICLE 1 - The Work

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor (the "Contract"). The Work shall be performed by Subcontractor strictly in accordance with this Subcontract and the Contract Documents, which consist of the Contract and the plans, drawings, specifications, addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirements, along with other provisions, may be incorporated in a Rider attached hereto. The Rider, if any, and all provisions and requirements contained therein are part of this Subcontract.

1.2 The Contract Documents are available for examination by Subcontractor at the office of the Contractor. The Contract made available to Subcontractor will be an redacted copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Contractor.

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Document, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time as determined by Contractor in its discretion. Contractor shall not be responsible for any price increase or additional costs resulting from Subcontractor's failure to seek price protection from its suppliers of material and labor.

1.4 The Contract Documents and This Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contractor directs otherwise in writing to Subcontractor. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - Price

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontract the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto including, but not limited to, all transportation, taxes, tariffs, duties, licenses, permits, bonds, insurance inspections and royalties.

ARTICLE 3 - Progress Payments

3.1 Schedule of Values. Within ten (10) days of execution of the Subcontract, and as a condition precedent to processing its first progress payment application, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various activities, line items, or parts, of the Work for use only as a basis for



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checking Subcontractor's application for payment. The cost breakdown shall provide a separate itemization of the overhead and profit associated with the Work.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application. Only approved changes per Article 9 may be included in Subcontractor's progress payment applications, and any applications attempting to bill for unapproved changes shall be rejected.

3.3 Payments. Subject to Article 5, on the twentieth (20th) of the following month or within seven (7) days after receiving a progress payment from Owner, whichever is later, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (a) all previous payments, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges and backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for changes chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 - Final Payment

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor no later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within seven (7) days after all the following have occurred:

- (a) completion of the Work by Subcontractor;
- (b) acceptance of the Work by Architect and Owner;
- (c) final payment by Owner to Contractor under the Contract on account of the Work;
- (d) Subcontractor's furnishing to Contractor of satisfactory evidence that there are no outstanding claims, obligations, encumbrances or liens for labor, services, materials, equipment, taxes or other items incurred in connection with the Work;
- (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and
- (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor.

ARTICLE 5 - Payment Conditions

5.1 Subcontractor agrees that the payments made by Contractor will be held in trust by Subcontractor to be applied first to the payment of laborers, suppliers, subcontractors and others responsible for the Work and all taxes and insurance applicable thereto; and Subcontractor agrees to so hold and apply the payments from Contractor.

5.2 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.3 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement, with respect to the extent and value of current progress, the names and contact information for all of Subcontractor's subcontractors and suppliers, and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.4 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorneys' fees, from the occurrence of any of the following:



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- (a) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment;
- (b) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work;
- (c) a portion of the Work is unacceptable to Contractor, Owner or Architect;
- (d) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed;
- (e) the Subcontractor fails to carry out the Work in accordance with Subcontract or otherwise violates the provisions of this Subcontract;
- (f) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule;
- (g) Subcontractor fails to furnish Certificates of Insurance in compliance with Article 14 or bonds in compliance with Article 13;
- (h) Subcontractor has not executed all contract documents;
- (i) certified payrolls, if required, are not current; or
- (j) Subcontractor has incurred or caused Contractor to have incurred any fines for violations of any government ordinances or statutes.

5.5 No payment shall be evidence of the performance or progress of the Work or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that the acceptance of any payment shall constitute a release of the Contractor from all claims or liability, other than for retainage, for any work, services, materials, or equipment performed or furnished or for anything which occurred, or which failed to occur during the payment period to which the payment relates. Acceptance of payment by Subcontractor shall constitute a waiver of any and all claims by the Subcontractor against the Contractor, its Surety, the Owner and the Project, through the date of the pay period for which payment is made, unless such claims are expressly reserved on the payment application.

5.6 Setoff. If Subcontractor is, or hereafter begins, performing any work for Contractor other than the Work under this Subcontract and the unpaid balance otherwise due Subcontractor, for such work becomes insufficient to compensate Contractor for any damages, default, or deficiencies caused by or attributable to the Subcontractor in the performance of the other work, Subcontractor hereby consents and agrees to allow Contractor, in its sole discretion and judgment, to withhold and setoff an amount (with such amount being the sum reasonably appropriate to compensate Contractor for its actual and reasonably anticipated future losses, costs, damages, and expenses incurred as a result of such damages or deficiencies) against any funds otherwise due, or which may become due, to Subcontractor hereunder or under any other agreement with Contractor on any other Project. No refusal or failure of Contractor to exercise its rights hereunder shall constitute the basis of any rights or claim against Contractor.

ARTICLE 6 - Contract Deliverables

6.1 With the execution of this Subcontract Agreement, the Subcontractor shall provide and deliver to the Contractor the following contract deliverable items which the Subcontractor certifies to the Contractor as being currently true, accurate, and correct with no material changes:

- (a) A copy of Subcontractor's Certificate of Insurance in accordance with Article 14;
- (b) A list of the Subcontractor's Project staff;
- (c) A copy of Subcontractor's license, if required;
- (d) A copy of Subcontractor's Sales Tax Registration Certificate;
- (e) Subcontractor's payment and performance bonds, if required;
- (f) A copy of Subcontractor's Wage Scale Certification, if required;
- (g) Subcontractor's schedule of values in accordance with Article 3;
- (h) Subcontractor's detailed work plan and schedule;
- (i) Subcontractor's detailed submittal log in accordance with Article 24;
- (j) Subcontractor's Job Specific Safety Plan;
- (k) Subcontractor's Job Specific Quality Plan;
- (l) All other information required by this Subcontract Agreement to be submitted with the executed Agreement.

ARTICLE 7 - Time

7.1 Time is of the essence in the performance of this Subcontract. Subcontractor agrees that the sequences and durations reflected in the Schedule attached hereto as Schedule C ("Schedule") are reasonable and appropriate for the completion of its Work and that Subcontractor has taken into consideration all reasonably foreseeable delays and disruptions incident



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to its Work, including weather conditions, the availability and cost of labor, materials, tools, and equipment, Owner's and Contractor's scheduling requirements, and potential Project congestion caused by simultaneous work of Subcontractor and others. Subcontractor shall at all times give due consideration to the fact that other work is dependent upon Subcontractor's proper and timely completion of its Work. Subcontractor shall perform and coordinate its Work with that of Contractor and all other subcontractors for the most efficient construction of the Project and at a rate that will not cause delay or disruption to the completion of the Project, or any portions thereof, including portions performed by Contractor or others. Subcontractor shall continuously monitor the Schedule and advise Contractor of the status of its progress, including providing updates on its Submittals, and any materials or equipment that may be in preparation or manufacture. Subcontractor shall comply with any schedule and reporting requirements imposed upon Contractor in the Prime Contract and shall furnish Contractor any additional information reasonably required by Contractor during the performance of Subcontractor's Work. If Subcontractor fails to maintain the progress required by Contractor and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to resume progress as required by Contractor. Subcontractor shall not be entitled to additional time or delay costs for acceleration or alterations necessary to remedy the subcontractor's delay. Subcontractor recognizes that revisions in the Schedule are inherent in the nature of construction. Contractor shall have the right, in its sole discretion, to decide the time, order, priority and other matters relative to the performance and orderly conduct of Subcontractor's Work and to modify the Schedule so as to suspend, delay, re-sequence or accelerate, in whole or in part, the commencement or execution of Subcontractor's Work, all without additional compensation to Subcontractor. No Schedule modification, suspension, delay, resequencing, acceleration, interference, or inefficiency shall relieve Subcontractor of its duty to perform hereunder.

7.2 Subcontractor agrees at its sole cost and expense:

- (a) to submit to Contractor within ten (10) calendar days of the date of the Subcontract, a detailed work plan and schedule;
- (b) to begin the Work upon Contractor's order to do so;
- (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any;
- (d) to perform the Work, thereto, in such sequence as Contractor may direct;
- (e) when requested, to provide all information required by Contractor to prepare schedules, updates or revisions to the Schedule and;
- (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Contractor. Subcontractor agrees that Contractor has full discretion with regard to preparation of any Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of such Schedule and all revisions or updates thereto.

7.3 Subcontractor agrees:

- (a) to order (for manufacture and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability;
- (b) to furnish Contractor within ten (10) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site;
- (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract;
- (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and
- (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain any Schedule prepared by the Contractor.

7.4 Liquidated Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or nonperformance of Subcontractor, such liquidated damages (or an appropriate share thereof) may be assessed against Subcontractor by Contractor and will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharge or otherwise. In addition to liquidated damages, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.



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ARTICLE 8 - Extensions of Time

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work and only to the extent of Subcontractor's pro-rata entitlement to such extension as determined in Contractor's discretion; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages, from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written request for extension of time or notice of claim is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 9 – Changes

9.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

9.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

9.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

9.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time for the Work for changes directed by Owner or for Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units actually allowed by Owner.

9.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items:

- (a) cost of materials, including sales tax and cost of delivery;
- (b) cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance;
- (c) bond premiums;
- (d) actual rent for or reasonable rental value of Subcontractor owned equipment and machinery;
- (e) all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and
- (f) profit.

9.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. No agreement with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, shall be enforceable unless reflected in a written Change Order.

9.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment;

- (a) prior to performance of the changed work for a change that adds any work;
- (b) prior to the deletion for a change that only deletes work; and



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(c) promptly after the discovery of Differing Conditions for Differing Conditions.

Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work based upon the actual quantities of additional work performed by the Subcontractor at the unit prices agreed upon by the Parties or, in the absence of an agreement upon said unit prices, at actual and reasonable costs as set forth in Paragraph 9.5. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Contract.

9.8 Signature of Contractor's representatives upon any time and/or material record prepared by Subcontractor shall only signify Contractor's receipt or review of such record and shall not constitute Contractor's agreement that Subcontractor is entitled to any additional payment for such work.

9.9 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order that covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

9.10 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order.

ARTICLE 10 – Contiguous Work

Should the proper and accurate performance of the Subcontractor's Work depend upon the proper and accurate performance of other work not covered by this Subcontract Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready, and suitable condition for the proper and accurate performance of the Work of this Subcontract Agreement, and use all means necessary to discover any defects in such other work. Before proceeding with the Work, Subcontractor shall report promptly in writing any such improper conditions or deficiencies to Contractor and allow Contractor a reasonable time to have such improper conditions and defects remedied. Any unreported improper conditions or deficiencies shall be deemed accepted by the Subcontractor upon the commencement of the Subcontractor's Work and shall become the responsibility of the Subcontractor.

ARTICLE 11 - Disputes Concerning Work Scope

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work upon receipt of a written directive to do so from Contractor and shall keep accurate, detailed, and itemized records of the Direct Costs incurred in completing the Work including without limitation; timesheets, payrolls, inspection records, invoices, vouchers, and other records to substantiate the cost of changed Work. Subcontractor shall submit said records and make the claim, if any, for a Price or time adjustment as if such work were changed work. If Contractor and Subcontractor cannot reach an agreement regarding the work in dispute, then the issue shall be resolved as provided in Article 31.

ARTICLE 12 - Pricing and Documentation

12.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

12.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 12.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.



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12.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 12.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the cost and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 12.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any claim or requested adjustment to the Price.

12.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 12.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

12.5 Indemnity. Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failure to comply fully with any obligation arising under paragraphs 12.1, 12.2, 12.3 or 12.4, above, or with all applicable codes, statutes, ordinances, and regulations.

ARTICLE 13 - Bonds

13.1 If so indicated on page 1 hereof, Subcontractor shall furnish, within ten (10) calendar days of the date of the Subcontract, at its expense, separate performance and labor and materials payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor.

13.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor, Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate Subcontractor's right to proceed under this Subcontract in accordance with Paragraph 29.3 and to pursue any and all other remedies available to Contractor.

13.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

- (a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
- (b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
- (c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

13.4 Contractor has the right, but not an obligation, to require consent of surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a consent of surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of Subcontract.

13.5 Contractor has the right, but not an obligation, to make final payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

13.6 Contractor may at its option elect to enroll Subcontractor in a Subcontractor Default Insurance (SDI) program in lieu of Subcontractor's providing bonds. If Contractor so notifies Subcontractor in writing, then Subcontractor will provide a letter from its surety confirming that Subcontractor is eligible for and qualified to receive bonds for its Work on the Project and provide other required qualification information. No obligation to provide a bond is excused until Contractor provides a written notice of that waiver. The use of SDI program does not limit Subcontractor's liability.

ARTICLE 14 - Insurance

14.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverages not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance



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required by this Subcontract are the minimums required and shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for a minimum of three (3) years after completion of the Project and until the expiration of the construction statute of repose established by the state civil code where the project is located.

14.2 Subcontractor shall furnish a Certificate of Insurance and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor prior to beginning performance of the Work, immediately after any renewal of coverage, and at any time reasonably requested by Contractor. The certificate shall show the required insurance to be in force and shall state that the insurance will not be canceled, non-renewed, or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents. If Subcontractor fails to furnish the certificate required by this Article, Contractor shall be entitled to withhold payment in accordance with Article 5.4. Contractor shall have the right, but not the obligation, to review all of Subcontractor's insurance policies applicable to the Project. Any insurance company providing any of Subcontractor's insurance, except insurance for professional and/or pollution liability, shall be lawfully authorized to transact the business of insurance in the state where the Project is located and have and maintain an A.M. Best Rating of not less than A-/VIII as evaluated by the most current A.M. Best Rating Guide. Failure of the Contractor to verify that the insurance requirements have been met will not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Acceptance by Contractor of delivery of any certificates of insurance does not constitute approval or agreement by Contractor that the insurance requirements of this Subcontract have been met, and failure of Contractor to identify a deficiency from evidence provided will not be construed as a waiver of Subcontractor's obligation to maintain such insurances.

14.3 With respect to the insurance required to be furnished by this agreement, Subcontractor shall cause its insurers to waive the insurers rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees, and any other entity(s) or person(s) required by the contract between Contractor and Owner.

14.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

14.5 In the event that damage or loss to the Work cannot be attributed to the acts or omissions of Subcontractor and is covered by a Builder's Risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total loss. Alternatively, in the event that damage or loss to the Work can be attributed to the acts or omissions of Subcontractor and is covered by any Builder's Risk or similar property insurance policy provided by Contractor or Owner, Subcontractor agrees to pay the applicable deductible.

14.6 Before beginning any Work on the Project, Subcontractor shall cause Contractor, Owner, and their Officers, Agents, and Employees, and any other entity(s) or person(s) required by the contract between the Contractor and the Owner, to be named as additional insureds under the policies required by this agreement, except Professional Liability, Workers Compensation, and Employers Liability Policies. Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insureds shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

14.7 Subcontractor shall be solely responsible for any policy deductibles related to any insurance policy that the Subcontractor obtains in compliance with this contract.

ARTICLE 15 - Damages

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a builders' risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all



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damages to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 16 - Indemnity

16.1 To the fullest extent allowed by law, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their officers, directors, agents and employees, and affiliated companies separately and severally, from and against any claim, cost, expense or liability (including attorneys' fees) attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents or employees. Subcontractor's obligation hereunder shall not be limited as to an amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act. Subcontractor further agrees that Subcontractor shall reimburse Contractor for Contractor's reasonable attorneys' fees and other litigation expenses incurred in enforcing Subcontractor's obligations hereunder to defend, indemnify and/or hold harmless Contractor. The parties hereto are aware of and acknowledge the application of North Carolina General Statute § 22B-1. All indemnity provisions in this Contract shall be interpreted to comport with the statute and no indemnity obligation herein is intended to extend beyond the limits of permissible indemnities under that statute.

16.2 If Owner or any other person or entity asserts a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding at Subcontractor's expense. Subcontractor shall indemnify and save harmless Contractor and its agents and employees, from and against any liability, loss, damages or expense, including attorneys' fees, arising out of or related to such claim, suit, action or proceeding.

ARTICLE 17 - Assignments and Subcontracts

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of any of its duties or obligations under this subcontract by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them. All approved assignees and subcontractors shall furnish all insurance certificates required by Article 14 and shall provide proper and competent supervision and comply with all terms of this subcontract. Subcontractor shall require each assignee to be bound by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the assignee's Work, which the Contractor, by these Documents, assumes toward the Owner. Each assignee agreement shall preserve and protect the rights of the Owner, Contractor and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor and the assignee so that subcontracting thereof will not prejudice such rights.

ARTICLE 18 – Compliance with Applicable Laws and Regulations

Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, accidents, wages, discrimination and equal opportunity. Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties resulting from violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the Work.

ARTICLE 19 - Safety

19.1 Prior to starting the Work, Subcontractor will evaluate its work plan for the Project to assess safety hazards that may be encountered and will notify Contractor of its plan for abating safety hazards in its Work. Subcontractor shall submit its Company Safety Plan, Job Specific Safety Plan, SDS Sheets, and any other required safety documents to Contractor prior to starting Work. Contractor's acceptance of any safety documents does not constitute Contractor's agreement or approval that they meet the safety requirements required by law or by this Subcontract, and Contractor's failure to identify any deficiency in the safety documents shall not be construed as a waiver of Subcontractor's obligation to maintain and enforce its own safety program.



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19.2 Contractor shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs relating to Subcontractor's Work. Subcontractor shall be solely responsible for the safety of its employees, sub-subcontractors, suppliers and any other person or entity for whom Subcontractor is responsible. Subcontractor shall perform its Work in a safe and reasonable manner and shall continuously maintain its Work area in such a manner to provide a safe and accident-free working environment. Subcontractor shall, at its own expense, implement appropriate safety programs pertaining to its Work, including establishing safety rules, posting appropriate warnings and notices, and establishing proper notice procedures to protect persons and property at the Project site and adjacent to the Project from injury, loss, or damage.

19.3 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs and shall comply with the provisions of the Safety Summary set forth in Schedule E attached hereto. Subcontractor shall be responsible for all OSHA fines which relate to its performance of the Work. Subcontractor shall also be responsible for reimbursement of fines issued to Thomas Construction Group as a result of non-compliance with the OSHA Act.

19.4 In the event that Subcontractor (or any of its employees or its subcontractors' employees) fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/or remove any noncomplying employees.

19.5 Subcontractor agrees that it shall not be entitled to additional time or an increase in Price as a result of any failure by Subcontractor to comply with any applicable health or safety procedures, policies, standards, laws, or regulations required in the course of Subcontractor's performance of the Work.

19.6 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager within twenty-four (24) hours. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage:

- (a) a copy of "Employer's First Report of Injury",
- (b) a copy of all property/casualty insurance claim reports; and
- (c) a copy of all OSHA inspection/citation reports.

19.7 Subcontractor shall defend and be solely responsible for all citations, assessments, fines or penalties which may be received or incurred by either Party by reason of Subcontractor's failure, or the failure on the part of its agents, employees, suppliers or sub-subcontractors, to comply with any Law and further shall indemnify and hold harmless Contractor and Owner from and against any such claims, damages, loss, cost or expense, including reasonable attorneys' fees, relating thereto.

19.8 Subcontractor shall notify Contractor immediately and in no event later than twenty-four (24) hours following any injury to an employee or anyone for whom Subcontractor is responsible which occurred at the Project or of any damage to the Project, Work, or other property damage at the Project. Subcontractor shall reasonably cooperate with Contractor in the event of any accident or other event that may give rise to a claim against Contractor or Owner. To the fullest extent possible, Subcontractor shall preserve all evidence related to any accident or event until Contractor, and/or the Owner and/or any insurance carrier providing coverage for such accident or event, has had the opportunity to investigate and to inspect the evidence.

ARTICLE 20 - Cleaning Up

20.1 Subcontractor shall, at its sole cost and expense;

- (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on daily basis;
- (b) at the completion of the Work in an area, make that area "broom-clean"; and
- (c) prior to final inspection, clean and prepare the Work for acceptance for Owner.

20.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be backcharged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its



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obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

20.3 The subcontractor will be responsible for keeping their work product clean during construction in addition to final cleaning requirements. Final cleaning will include removal of marks, stains, fingerprints, dirt, paint, etc., regardless of origin.

20.4 Each subcontractor will include in its Contract Price the cost of providing one man hour for every 50 man hours worked under this subcontract as subcontractor's contribution to a composite clean-up crew, to work under Contractor's direction. Workers assigned to the composite clean-up crew shall report to the Superintendent on the day(s) and time(s) directed by the Superintendent. Failure to contribute to the weekly composite clean-up effort will result in a backcharge from Contractor to provide the service for Subcontractor. This does not replace each subcontractor's need to keep its work place cleaned at all times. The intent of the composite clean-up crew is to keep the jobsite free of daily trash caused by construction traffic and personnel.

ARTICLE 21 - Temporary Facilities

Temporary facilities and services shall be provided by the Contractor as defined in the contract specifications.

ARTICLE 22 - Warranties

Subcontractor warrants to the Contractor, Owner and Architect that the materials and equipment furnished under this Subcontract will be of good quality and will conform with the requirements of this Subcontract and the Contract Documents. Subcontractor further warrants that the Work of this Subcontract will be of good quality, free from defects and in conformity with the requirements of this Subcontract and the Contract Documents.

ARTICLE 23 – Quality

23.1 Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Prior to starting the Work, Subcontractor will evaluate its work plan for the Project to assess quality and constructability concerns that may be encountered and will notify Contractor of its plan for abating quality concerns in its Work. Subcontractor shall submit its Job Specific Quality Plan, and any other required quality documents to Contractor prior to starting Work.

23.2 Inspection and Removal or Replacement of Defective Work

Subcontractor shall always provide proper facilities and opportunity for the inspection of the Work by Contractor, Owner, Architect, and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting therefrom. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

23.3 In addition to the Subcontractor's obligations under Paragraph 23.2, if any of the Subcontractor's Work is found to be defective in workmanship or materials within a period of one (1) year from the date of Substantial Completion of the Project, or for a longer period of time as may be required by Prime Contract, the Subcontractor shall correct it promptly after receipt of notice from the Contractor to do so. Should Subcontractor, within three (3) business days of receipt of notice, fail or refuse to commence and continue satisfactory correction of the defective Work, Contractor may have the defects corrected at the sole expense of Subcontractor, and may recover from Subcontractor an amount sufficient to cover such repair costs. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to the obligations Subcontractor has under the Subcontract. Establishment of the one-year period for correction of Work described in this Paragraph relates only to the specific obligations of Subcontractor to correct its Work and has no relationship to the time within which the obligation to comply with the Subcontract may be sought to be enforced, nor to



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the time within which proceedings may be commenced to establish the Subcontractor's liability with respect to the Subcontractor's obligations other than to specifically correct its Work. Contractor's remedies described in this Paragraph shall not be exclusive but shall be in addition to all others provided by this Subcontract and Applicable Law.

ARTICLE 24 - Submittals

24.1 Subcontractor shall, within ten (10) days of the execution of the Subcontract, prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittals") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

24.2 On a weekly basis, Subcontractor shall update the log showing the status of all required shop drawings, product data, samples, and other required submittals. The Subcontractor shall promptly submit required submittals with reasonable promptness and in such sequence as to cause no delay in its own Work, the work of the Contractor, or any other subcontractors. Subcontractor shall make every reasonable effort to submit all required shop drawings and submittals in a complete and coordinated package. Submittal of partial packages shall be approved in advance by Contractor.

24.3 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving the same.

ARTICLE 25 - Performance

25.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor.

25.2 Subcontractor shall notify and obtain the approval of Contractor:

- (a) before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site,
- (b) before any substantial change in either the composition or size of its forces, and
- (c) before leaving the Project site.

25.3 Subcontractor warrants that all design services provided by Subcontractor shall be provided through qualified, licensed design professionals employed by or selected and paid by Subcontractor.

25.4 All design services provided by Subcontractor shall be performed with the skill and care ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

ARTICLE 26 - Liens

Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, material vendor, subcontractor, or other person directly or indirectly acting for through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (10) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such lien.



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ARTICLE 27 - Patents and Copyrights

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 28 - Labor

28.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 29.3. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

28.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

28.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

ARTICLE 29 - Suspension, Termination and Default

29.1 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor that impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails, or is unable to supply enough properly skilled workers or materials to perform the Work according to the Schedule, or if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, or if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the Work, or if Subcontractor otherwise violates any provision of the Contract Documents, then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default, in accordance with Paragraph 29.3.

29.2 Termination by Contractor for Contractor's Convenience. Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus the reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph. A termination for Subcontractor's default shall, if determined to have been wrongfully made, be treated as a termination for convenience under this Paragraph.

29.3 Termination by Contractor for Subcontractor's Default. Each of the following events shall constitute a default and breach of Subcontractor's obligations under this Subcontract and shall hereinafter be referred to as an Event of Default:

- (a) Subcontractor fails to carry out the Work in accordance with the Contract Documents or this Subcontract,
- (b) Subcontractor fails to prosecute the Work in a diligent and prompt manner,
- (c) Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws, or Subcontractor is involuntarily placed in bankruptcy,
- (d) Subcontractor has an action brought against it that impairs the ability of Subcontractor to perform its obligations under this Subcontract,
- (e) Subcontractor makes a general assignment for the benefit of creditors, or a receiver is appointed for Subcontractor,
- (f) Subcontractor refuses, fails, or is unable to supply enough properly skilled workmen or materials to perform the Work according to any Schedule,



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- (g) Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work,
- (h) Subcontractor disregards any law, ordinance, rule, regulation, or order of any public authority related to the Work, or
- (i) Subcontractor otherwise violates any provision of this Subcontract or the Contract Documents.

Upon the occurrence of any Event of Default, Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default, or take reasonable steps to cure such default, within seventy-two (72) hours after receipt of such notice. If Contractor determines that Subcontractor has not cured the default, or taken reasonable steps to cure the default, within three calendar days seventy-two (72) hours after its receipt of such notice, then Contractor may, at its opinion, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written notice. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours written notice to Subcontractor, and charge Subcontractor the costs associated with the supplementation.

After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (the "Total Completion Cost" which Total Completion Cost shall include but not be limited to Contractor's reasonable overhead and profit, the cost of Architect's additional services, attorneys' fees of fifteen percent (15%) and all other costs and charges related to the termination or the completion of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the Total Completion Cost exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

29.4 Termination by Subcontractor

If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, any other persons performing any of the Subcontractor's work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's work), the Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any); provided nevertheless, that such payment

- (a) shall include profit and overhead only for the portion of the Work completed and in place;
- (b) shall be payable only to the extent that Contractor has received the same from the Owner; and
- (c) shall be payable only upon satisfaction by Subcontractor of all the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including, without limitation, incidental or consequential damages, from Contractor except as specifically provided in this Paragraph.

ARTICLE 30 - Inspection, Tests and Cutting and Fitting

30.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provisions for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.



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30.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost of repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 31 - Claims and Disputes

31.1 Any controversy or claim between the Contractor and the Subcontractor arising out of or related to this Subcontract or the Contract Documents, which cannot be resolved by voluntary settlement efforts, including mediation, shall be resolved in the Superior Court of New Hanover County, North Carolina, unless the claim relates to or involves a claim against the Owner, in which event the controversy or claim shall be resolved under the dispute resolution proceedings set forth in Contract between Owner and Contractor. Subcontractor consents to the jurisdiction of New Hanover County, North Carolina Superior Court as the exclusive forum for resolution of all claims between Contractor and Subcontractor which do not involve Owner.

31.2 The parties hereto intend that all claims of Subcontractor that relates to or involves the Owner shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's equitable portion of the relief Contractor receives from Owner as a result of such claims.

31.3 Contractor agrees to make a good faith effort to request that Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, the expenses of arbitration and attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work, except as provided in the Contract Documents.

31.4 Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any arbitration or other legal proceeding involving the Project. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third-party defendant to claims by Owner, other subcontractors or third parties against Contractor.

ARTICLE 32 - Substance Abuse

Subcontractor agrees to implement and enforce a substance abuse policy and control program prohibiting its employees and its subcontractor's employees from reporting to work or working under the influence of drugs or alcohol. Subcontractor's policy and control program shall include mandatory drug testing for suspected violations and shall subject the affected employees to disciplinary action, including termination, for violating the substance abuse policy.

ARTICLE 33 – Hazardous Materials

In the event Subcontractor encounters any hazardous materials, including asbestos, while engaged in the Work, Subcontractor shall immediately stop work in the area affected and report the condition to the Contractor in writing. Subcontractor shall not resume work in the affected area until Contractor and Subcontractor reach agreement on the appropriate course of action. If Subcontractor uses any hazardous materials in conjunction with its performance of the Work, Subcontractor shall take all appropriate precautions to guard against contamination or harmful exposure to any persons at the Work Site and shall give written notice to Contractor in advance of the use of the hazardous materials.

ARTICLE 34 - Miscellaneous

34.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

34.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of North Carolina, except: (a) if any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties,



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responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Contract is with the federal government or an agency or branch thereof, then the Subcontractor's rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

34.3 No Third-Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third-party beneficiaries of this Subcontract.

34.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

34.5 Non-waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor or any Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

34.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

34.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

34.8 Owner Approval. If the Contract affords Owner the right to object to Subcontractor's selection, this Subcontract shall not be effective, until Owner approves Subcontractor.

34.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

34.10 Notice. Any notice required to be given to Subcontractor may be accomplished by mailing or delivering written notice to the address listed for the Subcontractor on page one (1) of this Subcontract or by personal delivery to Subcontractor. Any notice required to be given to Contractor may be accomplished by mailing or delivering written notice to the address listed for the Contractor on page one (1) of this Subcontract.

34.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

34.12 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgments of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understanding or promises other than those written expressly herein.



Subcontract Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

THOMAS CONSTRUCTION GROUP LLC

(Contractor)

(Subcontractor)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Date: _____

Date: _____



Subcontract Agreement

SCHEDULE A – Description of the Work

Summary of the Work - Below is a summary of contractual requirements applicable to ALL Subcontracts.

1. Thomas Construction Group operates on the premise that Quality is Paramount. The following are Mandatory meetings and procedures requiring active participation from the Subcontractor as a part of the Thomas Construction Group Quality Assurance / Quality Control Program:
 - a. **Project Representative**: Subcontractor shall employ and assign a competent Project Representative who shall be in attendance at the Project site at all times during performance of Work. The Project Representative shall represent the Subcontractor and receive communication from Contractor, which shall be binding. The Project Representative shall have full authority to act on Subcontractor's behalf in all matters necessary for proper coordination, direction, and technical administration of Subcontractor's Work. Subcontractor's Project Representative shall be the Subcontractor Superintendent unless a different Project Representative is proposed and accepted by Contractor.
 - b. **Project Kick-off Meeting**: Subcontractor shall attend a Project Kick-off Meeting to review Project Specific requirements and Thomas Construction Group rules and procedures.
 - c. **Preconstruction Meeting**: Subcontractor shall attend a Scope-Specific Preconstruction Meeting to review Subcontractor scope, contract, specifications, and Construction Documents. Subcontractor Superintendent and Project Manager shall both be in attendance. **NO** Work is permitted to begin prior to completion of the Preconstruction Meeting.
 - d. **1st Day Production Walk**: Upon completion of 1st day production, Subcontractor shall review completed Work with Contractor. Prior to starting any further Work, Subcontractor shall correct all deficiencies and Thomas Construction Group Superintendent shall approve all corrections.
 - e. **Weekly Coordination Meetings**: Subcontractor shall attend Weekly Onsite Coordination Meetings as soon as Subcontractor scope is within (3) weeks of commencement. Thenceforth until the Work is fully complete, through Punch List, participation is mandatory. Attendance by Subcontractor Project Manager shall be required if requested by a Thomas Representative.
 - f. **Mock-up**: Every Thomas Construction Group Project shall have a Mock-up unless stated otherwise. The Mock-up typically consists of concrete, metal/wood framing, sheathing, weather-barrier, window, flashing, roofing, exterior façade (brick, EIFS/stucco, siding), exterior trim, paint, fascia, soffit, gutters, downspouts. Inclusive of this Contract, Subcontractor shall provide material and labor for production associated with its scope. The Mock-up shall be utilized as the Project Quality Control Standard.
 - g. **Punch Procedures**: Thomas Punch Procedures consist of the following:
 - (1) **On-going/Rolling Punch**: Subcontractor shall continually inspect materials, equipment, layout, etc. for compliance with contract requirements, shop drawings, and quality throughout the duration of the project. Subcontractor shall inform Contractor of any deficiency discovered by Subcontractor. Thomas Superintendent shall also inspect and create a list of deficiencies. Subcontractor shall correct all deficiencies immediately upon review and direction of Thomas Construction Group Superintendent.
 - (2) **Pre-Punch**: Contractor shall create a Pre-Punch list (30) days prior to Owner/Architect Punch List. Subcontractor shall provide adequate manpower to complete all Pre-Punch items by due dates specified by Contractor, without jeopardizing deadlines for other ongoing activities. All corrected Pre-Punch items must be reviewed, accepted, and signed-off by Thomas Construction Group Superintendent.
 - (3) **Punch List**: The Punch List shall be prepared by an Owner Designee. All corrected Punch List items must be reviewed, accepted, and signed-off by Thomas Construction Group Superintendent. Subcontractor shall provide adequate manpower to complete all Punch List items by due dates specified by Contractor, without jeopardizing deadlines for other ongoing activities.



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- (4) If Subcontractor fails to provide adequate manpower to correct Punch items during the course of and at the completion of its Work, upon twenty-four (24) hour Notice to Subcontractor, Contractor may provide

manpower on behalf of Subcontractor and charge Subcontractor for costs incurred, plus ten percent (10%) overhead and ten percent (10%) profit.

2. Subcontractor acknowledges and has given consideration to ALL Sheets of Contract Documents and ALL sections of the Project Specifications/Manual associated with the Project. No consideration will be given to a Subcontractor's claim stating that the Work was not depicted on individual Sheets or in specific sections of the Specifications presumed to be specific to a particular scope of Work.
3. Subcontractor acknowledges that the drawings and specifications are not 100% graphically complete. Subcontractor agrees that the Contract Documents and/or other project documents are suitable to complete its Work.
4. It is understood that Subcontractor has provided a Complete System. If there was any ambiguity in the Contract Documents, the Subcontractor has made the more stringent assumption or received the proper clarifications as required to provide a Complete System. A Complete System includes, but not limited to, the following:
 - a. All material, labor, field-engineering, layout, scaffolding, equipment, systems, machinery, tools, apparatus, hoisting, bracing, dewatering, weather protection, cutting & patching, transportation/FOB jobsite, permits, fee, taxes, delegated-design, samples, shop drawings, and submittals necessary to complete the Work.
 - b. All barricades, traffic control, signage, sidewalk protection and other safety measures necessary to ensure public safety during completion of the Work.
 - c. All Work to be in strict accordance with the Contract Documents which are listed in Schedule B.
 - d. Substitution of materials, products, and equipment will be outlined in the Specifications or specifically indicated in this agreement. No other exceptions will be made.
 - e. Subcontractor acknowledges that multiple mobilizations are required unless specified otherwise.
5. Subcontractor shall inspect substrates, dimensions, and elevations to confirm accuracy prior to beginning Work.
6. Subcontractor shall coordinate Work to ensure proper fit, finish, and sequence in accordance with the project schedule.
7. A clean and organized jobsite is a priority to Thomas Construction Group. Subcontractor shall, at all times and at its own expense, deposit their own rubbish, debris, packing cartons, crates, etc., in a location to be determined by Contractor. All debris shall be broken down prior to putting it into dumpsters. Subcontractor shall maintain its work and storage areas in a broom clean condition at all times. If Subcontractor fails to perform necessary or required clean up during the course of and at the completion of its Work, upon twenty-four (24) hour Notice to Subcontractor, Contractor may provide manpower on behalf of Subcontractor and charge Subcontractor for costs incurred, plus ten percent (10%) overhead and ten percent (10%) profit.
 - a. All roadways shall be kept clean as per local authorities. Subcontractor shall clean up any debris that is in the roadway and/or clean trucks leaving the site.
8. Strict compliance with OSHA regulations will be required of each Subcontractor. Safety will be enforced. ALL Subcontractors will be required to identify and maintain a competent person as defined by OSHA on site at all times.
 - a. Thomas Construction Group has implemented a **CRITICAL PROCEDURE PROGRAM** for all digging/excavation activities. Subcontractor shall notify the Contractor prior to starting any excavation work. Subcontractor shall coordinate and follow all procedures outlined in the Critical Procedure Program for Underground Utility Locating / Digging.



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- b. Thomas Construction Group has implemented the new Fall Protection Standard known as Subpart M 1926.500, 1926.501, 1926.502 and 1926.503. ALL Subcontractors performing work on projects are required to meet the new standard without exception.
- 9. Subcontractor shall provide all weather and/or fall protection for all openings created by Subcontractor.
- 10. Subcontractor shall notify Contractor a minimum of forty-eight (48) hours in advance of any delivery to the site. Failure to notify Contractor will result in refusal of delivery.



Subcontract Agreement

SCHEDULE B – Contract Documents

Documents included in the contract.

Drawings as listed on the TCG Drawing Log dated: 02/19/19



Subcontract Agreement

SCHEDULE C – CONSTRUCTION SCHEDULE

The intent of this schedule is to provide a general sequence of the work for coordination purposes. It is our intent to improve all dates on this schedule whenever possible therefore, actual start dates may vary.

Coordination of the work should occur with the Project Superintendent. Schedule C is a compliment to Article 6 of this Subcontract Agreement.

Project Scheduled entitled [Sandbox] with a run date of [August 21, 2021].



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SCHEDULE D – Insurance Requirements

Unless additional coverage and/or limits are required of Subcontractor by the Prime Contract or by law, the Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor, Contractor and Owner from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract Agreement whether such operations be by the Subcontractor or by any sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit laws that are applicable to the work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Subcontractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of persons other than the Subcontractor's employees;
4. claims for damages covered by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Subcontractor or (b) by another person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

Insurance must be written with an insurance company authorized to issue insurance in the jurisdiction where the Project is located. Contractor makes no representation that the types and limits of insurance required herein are adequate or sufficient to protect the Subcontractor. Such insurance shall be placed with insurers with an A.M. Best rating of at least A- & VIII and which insurers are otherwise satisfactory to the Contractor. The Subcontractor shall maintain the required insurance until all obligations under this Contract are fulfilled unless a different duration is listed.

Certificates of Insurance

Before commencing the Work, Subcontractor shall furnish to the contractor an ACORD 25 Certificate of Liability Insurance, satisfactory to Contractor, showing the insurance as required in this Contract to be in force.

Subcontractor shall continue to furnish upon renewal or replacement of each required policy (or more frequently, if requested by the Contractor) Certificates of Insurance to the Contractor until all obligations under this Contract are fulfilled, including furnishing Certificates of Insurance for CGL, umbrella/excess and, as required, contractors pollution liability and professional liability policies for the construction statute of repose established by the state civil code where the project is located. No payment shall be due or owed to the Subcontractor from Contractor (or Contractor's surety) unless and until, as a condition precedent, Subcontractor has fully complied with all of the requirements of this Section. Acceptance by the Contractor of any Certificate of Insurance does not waive or otherwise change the Subcontractor's insurance requirements.

Subcontractor must provide a certificate of insurance, ACCORD 25, providing the coverage, limits of liability and endorsements listed below:

- Minimum Commercial General Liability Coverage: Bodily Injury & Property Damage
 - Each Occurrence: \$1,000,000
 - General Aggregate: \$1,000,000
 - Products Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Fire Damage: \$100,000
 - CGL policy shall include coverage for property damage for the X (explosion), C (collapse) and U (underground) hazards
 - Any subcontractor performing operations that include EIFS services and/or products represents and warrants that Subcontractor's Commercial General Liability policy provides coverage for all EIFS related services and/or products. This shall be confirmed on Certificate of Insurance submitted by Subcontractor.
 - Additional Prohibited Exclusions: The CGL policy shall not exclude or restrict coverage for the following:
 - Claims as an additional insured for bodily injury to employees of Subcontractor
 - Bodily injury to employees, other than employees of the Subcontractor
 - Claims for bodily injury to employees of the Subcontractor under Section 16.1 Indemnity
 - Cross-liability or cross-suits
 - Residential, condominium, multi-family or habitational projects
 - Roofing
 - Sitework, subsidence or earth movement
- Minimum Automobile Liability Coverage: Bodily Injury & Property Damage Combined Single Limit
 - Includes owned, hired & non-owned
 - \$1,000,000 Each Accident



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- Minimum Umbrella Liability Coverage
 - \$5,000,000 Each Occurrence
 - \$10,000: Retention
 - \$5,000,000: Annual Aggregate
- Minimum Worker's Compensation and Employer's Liability Coverage
 - Statutory compliance under the laws of the state where the project is located
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee For Injury By Disease
 - \$1,000,000 Aggregate For Injury by Disease
- Contractor's Pollution Legal Liability
 - Required of any subcontractor performing any abatement services & must includes coverage for asbestos abatement operations
 - \$1,000,000: Each Claim/Occurrence
 - \$1,000,000: Mold/Fungi Bacteria
 - \$50,000: Retention
 - \$2,000,000: Annual Aggregate
- Professional Errors & Omissions Liability
 - Required by all Subcontractors performing any design/build work, delegated design or any professional services
 - \$2,000,000: Each Claim/Occurrence
 - \$4,000,000: Annual Aggregate
 - \$50,000: Maximum Deductible/Retention
 - Deductible/retention on the professional errors and omissions liability coverage in excess of \$50,000 shall be disclosed to the Contractor prior to execution of this Subcontract Agreement;
 - Professional Liability Coverage is to be maintained in effect for a period of three (3) years from Substantial Completion of the Project;
 - Subcontractor's Professional Liability policy shall provide coverage for all design services provided by or on behalf of Subcontractor
 - Subcontractor shall confirm that the full required professional liability limit is in effect for the Project. Subcontractor shall provide written notice to Contractor of any reduction in limits under the required Professional Liability Policy.
 - The insurance required here shall be written for not less than aforementioned specific limits of liability, as required by law, or the Prime Contract, whichever coverage is greater

Additional Endorsements

The Subcontractor and its sub-subcontractor's insurance policies must provide the following endorsements for Contractor and his officers, agents, employees, successors, or assigns. Certificates of Insurance shall indicate that these endorsements in favor of the respective Certificate Holder are in effect:

1. Commercial General Liability, Automobile Liability, and Excess Liability shall add Contractor and Owner as Additional Insured; Insurance Services Office (ISO) endorsement CG 2010 10 01 and CG 2037 or its equivalent shall be included in the Commercial General Liability policy;
2. Commercial General Liability shall be endorsed to provide that General Aggregate applies separately to each Project; Insurance Services Office (ISO) endorsement CG 2503 or its equivalent;
3. Commercial General Liability, Automobile Liability and Worker's Compensation shall be endorsed to provide Waiver of Subrogation in favor of Thomas Construction Group, LLC and Owner (when required by Prime Contract);
4. Commercial General Liability, Automobile Liability and Worker's Compensation shall be endorsed to provide thirty (30) days Notice of Cancellation; and
5. All policies, excluding Worker's Compensation) shall be endorsed to provide Primary and Non-contributory coverage with respect to any insurance maintained by Contractor, including any excess liability coverage maintained by Contractor. Subcontractor's Excess/Umbrella policies shall exhausted vertically above Subcontractor's primary Commercial General Liability policy.

D.1 Coverages shall be written on an occurrence basis (pollution liability and professional errors and omissions may be written on a claims-made basis) and shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment or date of any coverage required to be maintained after final payment to the Subcontractor, whichever is later. With respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

D.2 If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in this Subcontract Agreement. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

D.3 The Subcontractor and all its sub-subcontractors in connection with the above mentioned Workers' Compensation and Occupational Disease Insurance, shall furnish to Contractor duly executed Certificate of Compliance forms as prescribed by the North Carolina Workers' Compensation Bureau or governing agency in the State where the Project is located showing that such insurance is in full force and effect. If the Project is located in a State other than North Carolina, Subcontractor shall provide duly executed Certificate of Compliance forms showing that the Subcontractor has complied with all Worker's Compensation Insurance requirements of the State of which the Project is located.



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- D.4** Additional Insured endorsement shall include: (1) coverage for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations.
- D.5** It is expressly agreed and understood by and between the Contractor and Subcontractor that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to Contractor and shall not contribute to Subcontractor's insurance. Subcontractor's Excess/Umbrella policies shall exhaust vertically above Subcontractor's primary Commercial General Liability policy. Subcontractor's failure to provide the endorsement required by this Subcontract Agreement shall not affect Subcontractor's agreement hereunder.

Insurance in Force & Adequacy

Certificates of insurance acceptable to the Contractor shall be purchased and filed with the Contractor prior to commencement of the Subcontractor's Work. Contractor does not represent that the insurance coverage specified in Article 14, whether in scope of coverage or amount of coverage, are adequate to protect the obligations of Subcontractor under this Subcontract Agreement and Subcontractor shall be solely responsible for any deficiencies thereof. If Subcontractor determines for its own purposes that it requires insurance in excess of the coverage specified in Article 9, nothing in this Subcontract Agreement shall prevent Subcontractor, at its own expense, from purchasing insurance coverages in excess of the coverage required by this Subcontract Agreement. Nothing shall be deemed to limit Subcontractor's liability under this Subcontract Agreement.

Manned & Unmanned Aircraft

If the Work of the Subcontractor involves the use of any manned or unmanned aircraft, whether owned, leased, chartered or hired, Subcontractor shall purchase Aircraft Liability Insurance with limits of no less than \$5,000,000 each occurrence, including Passenger Liability. Subcontractor shall include the Contractor and Owner (and, if required by the Prime Contract, any other persons or organizations) as additional insureds. The Aircraft Liability policy shall be endorsed to waive all rights of subrogation against Contractor and Owner (and, if required by the Prime Contract, any other person or organization) with respect to physical damage to the aircraft or helicopter hull.

Property Insurance

When requested in writing, the Contractor shall provide the subcontractor with copies of the property and equipment policies in effect for the Project, if available from the owner.

Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit, shall be paid for by the Subcontractor.

Subcontractor shall be responsible for payment of the deductible of the property insurance provided by the Owner or Contractor.

Stored Materials; Materials in Transit

The Subcontractor agrees to be responsible for any loss or damage to portions of the Work stored off the Project site or in transit to the Project site, including materials, supplies and equipment. Subcontractor shall purchase property and equipment insurance that protects the Subcontractor for loss or damage to such portions of the Work.

Disclosure of Deductibles and Self-Insured Retentions

The Subcontractor shall disclose to the Contractor and Owner any deductibles or self-insured retentions applicable to any insurance required to be provided by the Subcontractor on the Certificates of Insurance provided to Contractor. Unless otherwise agreed by Contractor in writing and at Contractor's sole discretion, deductibles and/or self-insured retentions maintained by Subcontractor on its policies shall not exceed \$25,000. Subcontractor agrees to be solely responsible for payment of all sums within such deductible or self-insured retention.

Tiered Subcontractor's Insurance

Subcontractor shall require each of its subcontractors to comply with all of the above insurance requirements. Subcontractor shall maintain certificates of insurance from all lower tier subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from a lower tier subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Contractor upon request.

Waiver of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Designer, the Designer's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of



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subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Survival

The requirements of this Schedule shall survive the completion of the Work or termination or expiration of the Subcontract.



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SCHEDULE E – Safety Summary

Prior to the start of the subcontractor's contract submittal, the subcontractor and their own subs and vendors shall provide the following documents to Thomas Construction Group.

- Job Specific Safety Plan (see the following for detail)
- Hazard Communication Program & MSDS book (Submitted in a binder with an index)
- Contract Safety Information Form (Need to create form)
- Document of Training & Applicable Training Certifications

Job Specific Safety Plan

The subcontractor and their subs and vendors shall provide Thomas construction Group a copy of a written Job Specific Safety Plan (JSSP). This plan must provide responses to the following 16 points listed below. Please refer to the specific points (ie: 1, 2, 3...) being addressed in the JSSP. Subcontractors will be responsible for ensuring that their subs and vendors comply with this requirement. All JSSPs must be provided to Thomas Construction Group with the executed subcontract.

1. The name of the Safety Representative who is responsible for the day-to-day implementation of the JSSP and rules. This Safety Representative must be on site daily.
2. Provisions for documented safety inspections on this project. Note in your response the frequency of inspections, names and positions of inspectors, any special circumstances that could necessitate additional inspections and the documentation methods for these inspections (ie: forms, distribution, etc). All inspections will be copied to Thomas Construction Group on-site staff.
3. Please provide training records specific to the tasks that are going to be performed on this project that includes, but is not limited to, the following:
 - a. Management personnel and safety inspectors
 - b. Competent person trainings (ie: scaffolding, steel erection, fall protection, excavations, rigging, etc...
 - c. Forklift, boom lift, scissor lift, etc...(Must have wallet card and provide copy). These individuals will be held accountable as the competent or trained person for the areas that are identified, so please list the specific employees.
4. The interval for job site safety meetings (Tool Box Talks) (documented). Tool Box Talks are required to be completed for all subcontractors and returned to Thomas Construction Group on-site staff listing the topic, instructor and attendees.
5. What specific fall hazards will the subcontractor encounter on this project? Where are these locations? How will you eliminate or control each hazard specifically?
6. What are the subcontractor's PPE requirements for this project? Please be specific to any unique tools or activities.
7. Describe any remaining hazards that are involved with the subcontract work to be performed and explain in detail how these hazards will be eliminated or controlled. DO NOT PROVIDE A COPY OF YOUR SAFETY PROGRAM OR STATE IT IS INCLUDED IN YOUR PROGRAM AS COMPLETION OF THIS SECTION. Be specific to this project.
8. Please detail your company's substance abuse policy. If no policy exists, note as such.
9. Describe the accident reporting, first aid, and emergency procedures for this project. Note all first aid and any accidents must be reported to Thomas Construction Group. Indicate the procedures taken in the event of an accident, ie: clinic location and transportation policy. Also note who will report this accident and/or first aid event to Thomas Construction Group and what method they will use to do so.
10. Provide the procedure for ensuring that the details of this Job Specific Safety Plan will be communicated to your organization, employees and subcontractors.
11. Spanish Language Protocols must be incorporated into the JSSP. If you have no non-English speaking employees, please note as such.



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12. Full responsibility for enforcement of the Accident Prevention Program belong to the general contractor's Superintendent in charge, who in turn is responsible for the Project Manager of the General Contractor. Subcontractors will be responsible to the General Contractor's Superintendent for compliance with the program and specific jobsite safety requirements required by the General Contractor's Superintendent.
13. Before starting work on any job, the Subcontractor shall make a complete analysis of the plans and specifications in order to determine the exposure to accidents, which may develop on the jobsite. With this information, the subcontractor will be able to make plans to control all exposures before contributing to an accident or loss. Subcontractor further agrees to attend Thomas Construction Group's Daily Huddle discussing daily work task, production goals and Daily Safety Hazard Analysis.
14. Any Subcontractor's employee of whatever supervisory level upon assigning work to any man or group of men will in each instance give sufficient caution with the assignment to adequately provide safety in the operation. This same principle will apply when changing personnel from one work area to another. Hazardous chemicals will be discussed with guidelines on use and protective equipment required.
15. All subcontractors shall attend periodic supervisory safety meetings held by the General Contractor's Superintendent or his designated representative (at least monthly).
16. Each subcontractor's foreman shall hold weekly "Tool Box" safety meetings with their own personnel to encourage employees' interest in safety and to give specific safety instructions relative to existing or expected hazards. Notes and minutes of these meetings shall be recorded with "sign-in" sheets and submitted to the General Contractor's Superintendent and/or main office.



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SCHEDULE F – Quality Summary

Prior to starting Subcontractor's Work, Subcontractor shall provide the following documents to Thomas Construction Group:

- Job Specific Quality Plan (JSQP). See the following for detail.
- Applicable Certifications

Subcontractor shall provide Thomas Construction Group a copy of a written Job Specific Quality Plan (JSQP). This plan must provide responses to the following ten (10) points below. Subcontractors are responsible for ensuring that their sub-subcontractors each submit a plan individually to Thomas Construction Group.

1. Does your company have a written quality program? If so, please provide a copy.
2. Describe the methods that will be used to ensure that all Subcontract Documents, Specifications and Details are met on this project?
3. Provide contact information of the person who is responsible for the day-to-day implementation of this plan and what role this person will play during the project? This person must be on site daily.
4. Provide contact information of the person who is corporately (at your office) responsible for quality?
5. List the process for documented quality inspections. Note the frequency of inspections and the person, or persons that will perform the inspections. Include the documentation and distribution methods for these inspections. Copy Thomas Construction Group on all inspections.
6. Describe any unique quality obstacles your organization foresees on this Project. i.e. complexity, familiarity with a new products, constructability, new supplier or subcontractor, lighting needs, layout, control lines, etc.
7. Attach copies of all certifications (if required) as described in the specifications (i.e. welding certifications.). Note as "N/A" if not required.
8. Describe how your company will communicate all Subcontractor's deviations (quality accidents or mistakes) from plans and specifications to Thomas Construction Group.
9. Detail how your company will communicate the quality plan to the field forces.
10. Describe how you will cooperate with special inspection requirements for your scope.



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SCHEDULE G – Project Statement

Name of Project:	Sandbox
Project Location:	1022 Ashes Drive Suite 200 Wilmington, North Carolina 28405
Owner:	TEST OWNER
Contact Phone:	(555) 867-5309
Address:	101 Dalmatian Ave Wilmington, North Carolina 28405
Registered Agent:	
Address:	
Contact Phone:	
Surety (Name and Principal Place of Business):	



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SCHEDULE H – Project Special Requirements

The intent of this schedule and attachments is to list any project special requirements/addendums that modify the Subcontract Agreement.



BID FORMS AND SUBMISSION REQUIREMENTS

BID SUBMISSION CHECKLIST

#	CHECKLIST	DESCRIPTION
1	<input type="checkbox"/>	<p>Work Package</p> <ul style="list-style-type: none"> a. Ensure bid breakdown is completed b. Initial each page of the work package c. Include entire work package with bid submission <p><u>ALL BIDS MUST BE SUBMITTED ON THE APPROPRIATE SCOPE OF WORK PACKAGE</u></p>
2	<input type="checkbox"/>	Bid Acknowledgements
3	<input type="checkbox"/>	Bid Proposal Affidavit
4	<input type="checkbox"/>	Bid Bond (if required by the value of the submitted bid)
5	<input type="checkbox"/>	Immigration Policy Verification
6	<input type="checkbox"/>	<p>Hub Affidavit – Identification of HUB Certified/Minority Business Participation</p> <p>Affidavit A- Required if pricing includes subcontracted work</p> <p>Affidavit B – Required if pricing includes performance of entire contract with company's own workforce</p> <p>NOTE: Affidavit C or D are not required with bid submission. They are required within 72 hours of notification of being low bidder</p>
7	<input type="checkbox"/>	Non-Collusion Affidavit

1.

**INSERT SPECIFIC WORK PACKAGE HERE
ALONG WITH COMPLETED BID BREAKDOWN**

 DO NOT PUT EXCLUSIONS, BID CLARIFICATIONS, OR ANY OTHER NON-SOLICITED ATTACHMENTS TO THIS BID PROPOSAL. FAILURE TO COMPLY MAY BE GROUNDS FOR CONSTRUCTION MANAGER TO REJECT BID. ALL AREAS ON THIS BID FORM MUST BE FILLED OUT COMPLETELY. ANY AREAS NOT FILLED OUT WILL BE CONSIDERED ZERO DOLLAR AMOUNT. ITEMS THAT DO NOT APPLY TO THIS BID PACKAGE WILL BE FILLED IN WITH "N/A".

Bid Acknowledgements

1. Bids may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time for receipt of same.
2. Bidder recognizes that time is of the essence in this proposed subcontract and that it will complete the work in accordance with the required Project Construction Schedule.
3. Bidder certifies that it has familiarized itself with the Local Labor Market and is satisfied that adequate labor resources will be available to allow timely completion.
4. Bidder acknowledges that Bid Alternate amounts are to be honored for 8 months from date of bid.
5. Bidder hereby acknowledges receipt of a complete set of drawings and specifications, along with the following addenda/bulletins/revisions:

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

By: _____

Member of Firm Authorized to Sign Bid

Title

State License Number(s) (if applicable): _____

The Bidder is a/an:

☐ Individual

☐ Partnership

☐ Corporation incorporated in the State of

☐ Other _____

 (Seal required for Corporation)

SUBCONTRACT AGREEMENT

Subcontractor must check each of the below boxes as confirmation that he has reviewed, and will comply with the associated requirements without modifications upon notification of award:

- ☐ Bid Package Specific Scope of Work and bid form
- ☐ Bid Bond (for bids over \$300,000)
- ☐ Subcontract
- ☐ Certificate of Insurance
- ☐ Subcontract Agreement
- ☐ Safety Manual
- ☐ Project Schedule
- ☐ 10 % HUB Goal, detailed in Exhibit U of Subcontract Agreement
- ☐ If HUB Certified, Subcontractor and/or lower tier must be certified with The Statewide Uniform Certification (SWUC) program that went into effect July 1, 2009. As of this date, only firms certified in the SWUC Program will be counted towards minority participation goals.

Bid Proposal Affidavit

STATE OF _____

COUNTY OF _____

_____, being of lawful age, being first duly sworn, upon his oath
deposes and says:

That he executed the accompanying proposal on behalf of the Contractor therein named, that he had lawful authority to do so, said Contractor has not directly or indirectly entered into any agreement, expressed or implied, with any Contractors(s) or person(s), having for its object the controlling of the price or amount of such proposal, or any proposal; the limiting of the number of proposals or Contractors; the parceling or farming out of any profits thereof, to any Contractors(s) or other person(s); and further says that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the sealed proposal or proposals are opened.

Signed: _____

as: _____

on behalf of: _____
(Contractor)

Sworn to and subscribed before me this the _____ day of _____, 20__

(Notary Public)

STATE OF: _____

COUNTY OF: _____

MY COMMISSION EXPIRES:

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we,

(Bidder's Name)

_____, of _____

(Street Address)

(City, State, Zip)

Hereinafter called the Principal, and

(Surety's Name)

A corporation organized and existing under the Laws of the State of _____, and authorized to transact business in the State of _____, as Surety, hereinafter called Surety, are held and firmly bound unto **Thomas Construction Group** (Construction Manager).

Hereinafter called Obligee, in the Penal sum of five percent (5%) of the amount bid, good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a proposal to the Obligee on a contract for the construction

of _____.

(Contract Name and Number)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith

BID BOND FORM

contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

In witness whereof, we have hereunto set our signatures and seal this _____ day of _____, 20_____, all pursuant to due authorization.

Principal (Seal)

By
Surety

By
Attorney-in-Fact in accordance with the attached Power of Attorney

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that _____, and
_____, whose names are signed to the foregoing bond, this day
personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand seal this _____ day of _____, 20_____.

Notary Public (Seal)

My Commission expires:

Bid Bond Requirements

New Hanover County Government Center

Required Bid Forms- Bid Bonding Requirements

If bid amount is over \$300,000 (not including Alternates)

**The Bidder is required to provide one of the following per Tab 1
Section "Instructions to Bidders":**

Cash deposit in the amount of 5% of bid

-OR-

Certified Check in the amount of 5% of bid

-OR-

Bid Bond in the amount of 5% bid (follows this sheet)

VERIFICATION

I, _____, _____ of _____ hereby verify that

(Name of Individual)

(Title)

(Company)

_____ has procedures in place for validation of proper documentation of our

(Company)

workforce and is in compliance with all immigration and employment laws and all terms of the

Immigration and Nationality Act regarding the employment eligibility and hiring practices of all

employees of _____.

(Company)

This the _____ day of _____, 20__

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Sworn to and subscribed before me this the _____ day of _____, 20__

Notary Public

My Commission Expires: _____

Identification of HUB Certified/ Minority Business Participation

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)_____.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

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

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

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

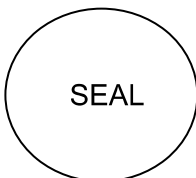
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

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

_____ contract.

(Name of Project)

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

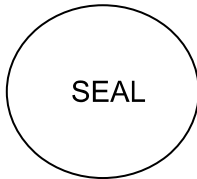
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

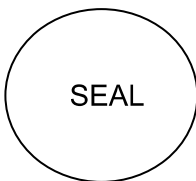
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

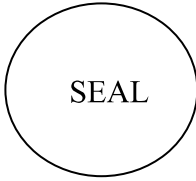
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

NON-COLLUSION AFFIDAVIT

By executing this proposal, I certify that this proposal is submitted to Thomas Construction Group competitively and without collusion. I am authorized to represent the candidate or bidder named below both in submitting this proposal and in making this non-collusion Affidavit. To the best of my knowledge and belief;

(1) the candidate or bidder has not violated N. C. General Statute section 133-24 in connection with the proposal

(2) the candidate or bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal

(3) the candidate or bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding or making a proposal for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate or bidder to which this Non-Collusion Affidavit refers is:

(insert name of candidate or bidder)

(signature of individual)

ACKNOWLEDGMENT

Type or print name of the individual who signed the affidavit:

Type or print the name of Notary Public signing this acknowledgment:

Place where acknowledgment occurred: County of _____, State of _____

Notary's residence: County of _____, State of _____

I, the Notary Public named above, certify:

- (1) the individual named above personally appeared before me this day
- (2) I have personal knowledge, or satisfactory evidence, of the individual's identity
- (3) the individual acknowledged signing the foregoing affidavit.

This the _____ day of _____, 20____.

Notary Public
My commission expires:



Thomas Construction Group LLC

Printed on Fri Jun 9, 2023 at 10:53 am EDT

Job #: 21-10-0384 New Hanover County Government Center
230 Government Center Drive
Wilmington, North Carolina 28403

Board of Elections - PERMIT SET (04/03/23)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G-000	COVER SHEET	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
G-001	PROJECT INFORMATION - DRAWING INDEX	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
G-101	APPENDIX B & LIFE SAFETY PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
Architectural					
A-001	CONSTRUCTION SUBSYSTEMS & PARTITION TYPES	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-002	UL ASSEMBLIES U419	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-100	ARCHITECTURAL SITE PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-101	FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-102	ROOF PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-121	REFLECTED CEILING PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-201	EXTERIOR ELEVATIONS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-301	BUILDING & WALL SECTIONS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-351	WALL SECTIONS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-410	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-501	EXTERIOR PLAN DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-511	EXTERIOR SECTION DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-512	EXTERIOR SECTION DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-513	VOTING CANOPY SECTION DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-515	ROOF DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-551	INTERIOR CEILING DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-601	DOOR SCHEDULES & ELEVATIONS, DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-611	ELEVATIONS & HEAD, JAMBS, SILL	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-701	INTERIOR ELEVATIONS AND DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-801	FINISH LEGEND, RM SCHEDULE & PLAN, CASEWORK DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
A-901	FURNITURE COORDINATION	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
Structural					
S-001	GENERAL NOTES	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
S-002	SPECIAL INSPECTIONS & C&C PRESSURES	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
S-101	FOUNDATION PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
S-201	ROOF FRAMING PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
S-301	FOUNDATION DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
S-302	FOUNDATION DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
S-401	BRACE FRAME ELEVATIONS & DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)



Thomas Construction Group LLC

Printed on Fri Jun 9, 2023 at 10:53 am EDT

Job #: 21-10-0384 New Hanover County Government Center
230 Government Center Drive
Wilmington, North Carolina 28403

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S-402	FRAMING DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
S-403	FRAMING DETAILS	0	04/03/2023	05/31/2023	PERMIT SET (04/03/23)
Fire Protection					
FA-101	FIRE ALARM FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
FA-102	FIRE ALARM ROOF PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
FP-101	FIRE PROTECTION FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
Plumbing					
P-001	PLUMBING LEGEND, SCHEDULES, AND GENERAL NOTES	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
P-101	PLUMBING PRESSURE FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
P-102	PLUMBING PRESSURE ROOF PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
P-201	PLUMBING WASTE FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
P-202	PLUMBING WASTE ROOF PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
P-300	PLUMBING DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
P-400	PLUMBING RISER DIAGRAM	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
Mechanical					
M-001	MECHANICAL SYMBOLS AND ABBREVIATIONS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
M-002	MECHANICAL GENERAL NOTES	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
M-101	MECHANICAL FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
M-102	MECHANICAL ROOF PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
M-200	MECHANICAL SCHEDULES	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
M-300	MECHANICAL DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
M-400	MECHANICAL CONTROLS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
M-401	MECHANICAL CONTROLS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
Electrical					
E-001	ELECTRICAL LEGEND	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-100	ELECTRICAL SITE PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-101	ELECTRICAL POWER FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-102	ELECTRICAL ROOF PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-201	ELECTRICAL LIGHTING PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-301	ELECTRICAL TERMINAL UNIT PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-500	ELECTRICAL SCHEDULES AND RISER DIAGRAM	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-600	ELECTRICAL DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-601	ELECTRICAL DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
E-602	ELECTRICAL DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
Telecommunications					
LV-001	TELECOM & SECURITY LEGENDS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
LV-002	TELECOM-GENERAL PROJECT REQUIREMENTS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
LV-100	TELECOM SITE PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)



Thomas Construction Group LLC

Printed on Fri Jun 9, 2023 at 10:53 am EDT

Job #: 21-10-0384 New Hanover County Government Center
230 Government Center Drive
Wilmington, North Carolina 28403

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
LV-101	TELECOM FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
LV-102	SECURITY FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
LV-501	LOW VOLTAGE DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
LV-502	LOW VOLTAGE DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
LV-503	LOW VOLTAGE DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
Audio Visual					
AV-001	AV LEGEND AND GENERAL NOTES	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
AV-101	AV FLOOR PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
AV-201	AV RCP PLAN	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
AV-500	AUDIO VISUAL ELEVATION DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
AV-600	AV DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
AV-601	AV DETAILS	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)
AV-800	AV SCHEDULE	0	04/03/2023	04/03/2023	PERMIT SET (04/03/23)



LS3P

101 NORTH THIRD STREET, SUITE 500
WILMINGTON, NORTH CAROLINA 28401
TEL. 910.790.3111 FAX. 910.790.9901
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ARDURRA

ARDURRA GROUP NORTH CAROLINA
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JOB NO. 2021-0000-00
NC FIRM LICENSE NO F-0113

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New Hanover County Board of Elections

230 Government Center Drive
Wilmington, NC 28403

LS3P PROJECT: 7702-190810

[illegible]

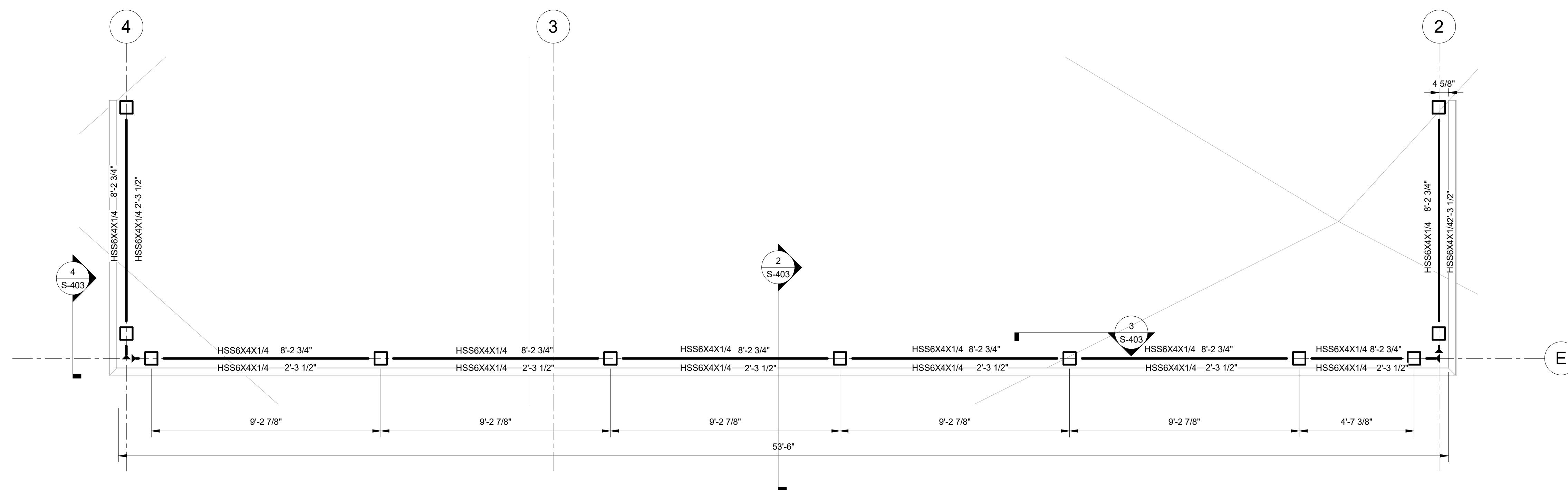
SHEET NAME:
FRAMING DETAILS

ORIG 2023.04.03
SUBMISSION:

SHEET:

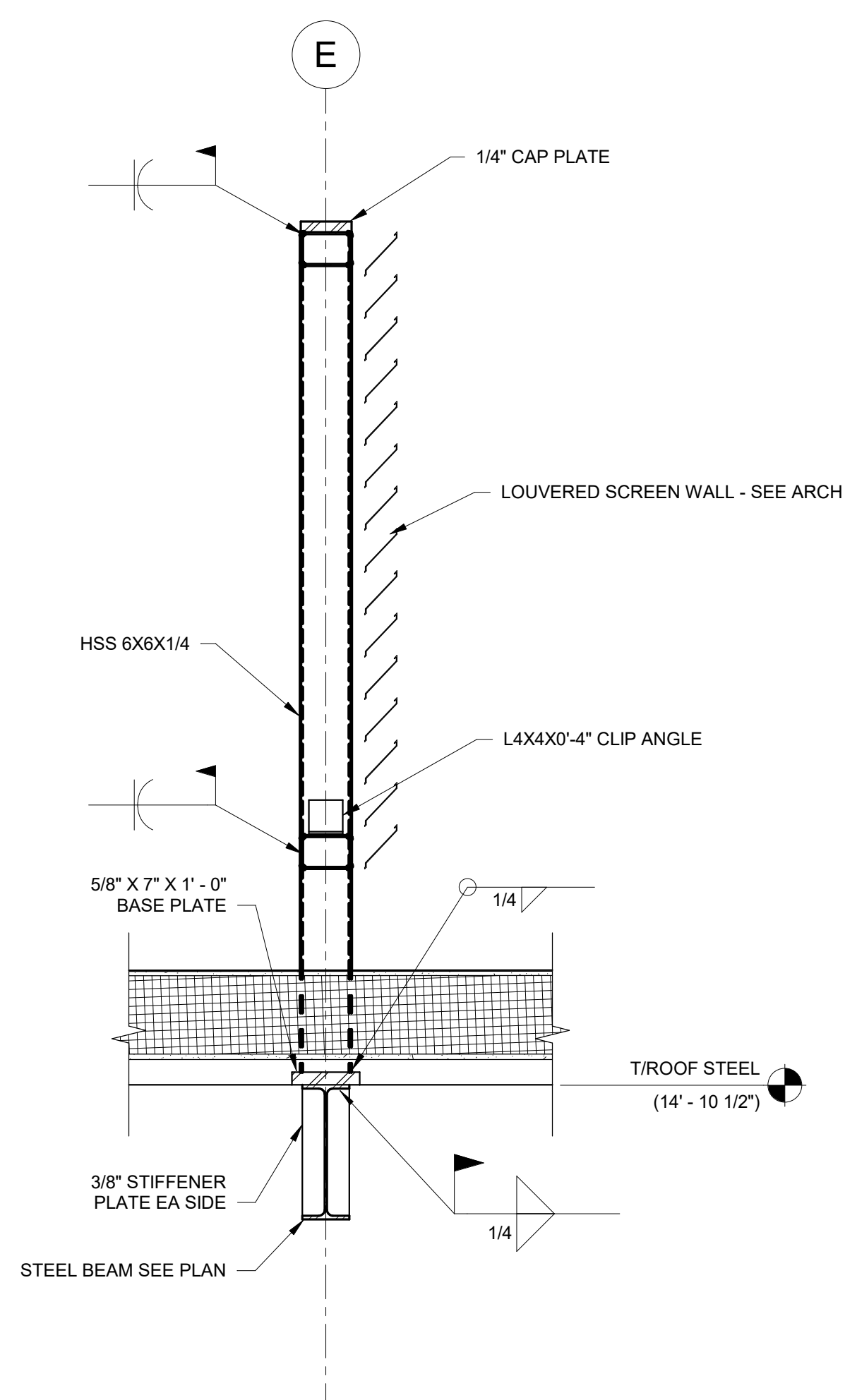
S-403

PERMIT SET

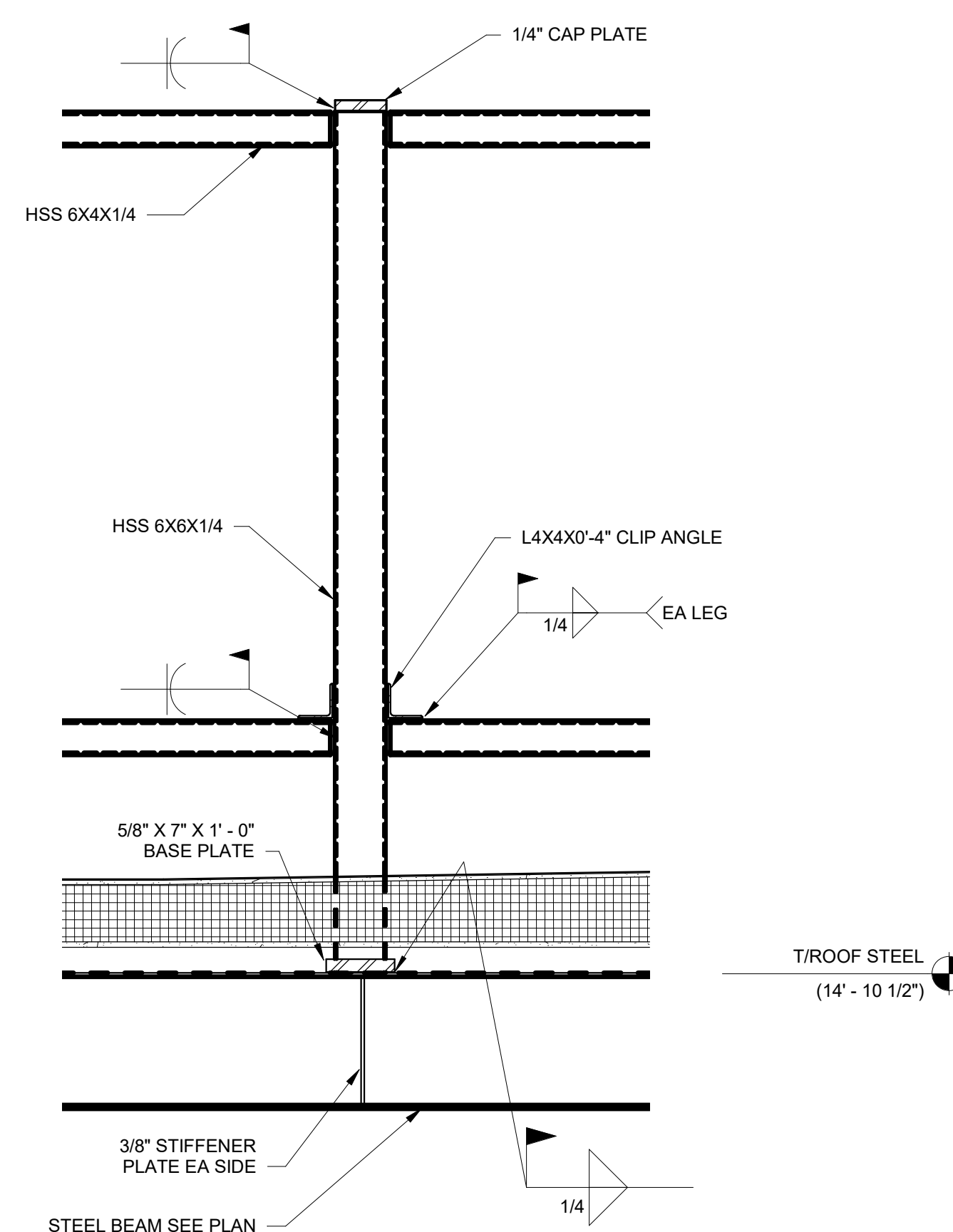


1 ROOF LOUVERED SCREEN WALL PLAN

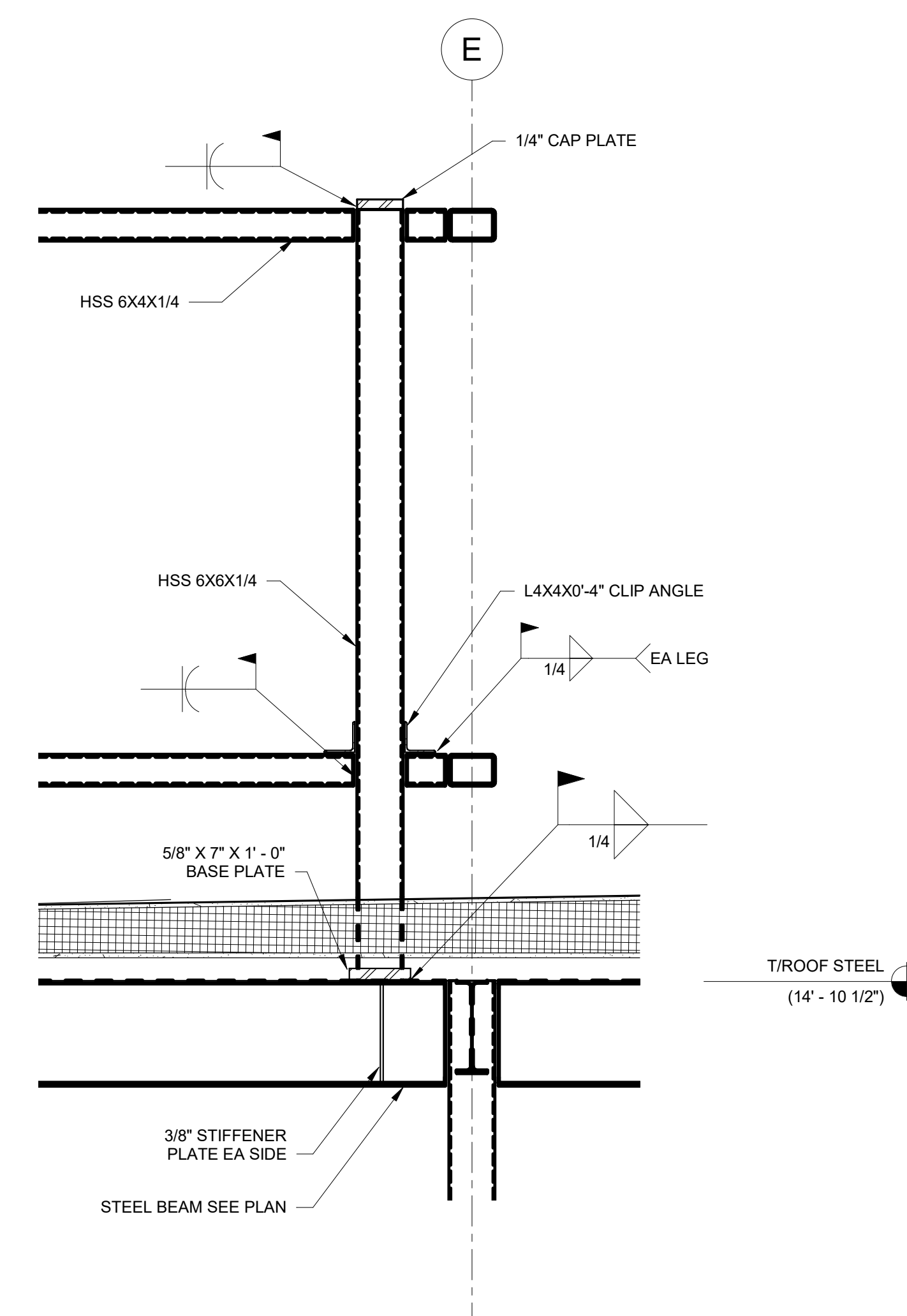
1. ALL T.O.S. IS REFERENCED FROM ROOF FRAMING = 14' - 10 1/2"



2 SECTION
Scale: 3/4" = 1'-0"



3 SECTION
Scale: 3/4" = 1'-0"



4 SECTION
Scale: 3/4" = 1'-0"

Storage Space

Reference alternate clarifications
& exhibits for this space

- 
- The diagram is a site plan for a building project. It features a central building footprint with an orange-hatched interior, representing 4" 57 stone. Surrounding the building are various outdoor areas: a large light blue area for site sidewalks, green hatched areas for landscaped areas, and a purple hatched area for a mechanical yard. A blue hatched area represents a sidewalk. The plan also shows structural elements like columns and walls, and a north arrow pointing towards the top right.
- 4" 57 stone - 7,894 SF ; 97 CY
 - LANDSCAPED AREA - 821 SF ; 291 LF
 - Mech Yard Concrete - 6.5 - 1,561 SF ; 19 CY
 - Sidewalk - 8"w x 18" dp Thickend Edge - 223 LF ; 8 CY
 - Site Sidewalks - 5,302 SF ; 778 LF

TOTAL SITE /
14.9834 ACI

EXISTING
ALLEYWAY /
CONTRACTOR
DRIVEWAY

Submittal:	Early Release Electrical Gear	Project:	NHC Board of Elections
Submittal Number:	260533-1.1	Project Number:	21N297
Reviewer:	Ben Smith	Date:	04/21/2023

Action Code	Description	Comments
RR	General	<ol style="list-style-type: none"> 1. Approval of panelboards is contingent upon approval of the electrical studies (short circuit, arc flash, and coordination studies). Refer to specification sections for additional information and requirements. 2. Panelboard doors shall be door-in-door type with concealed hinges as required per Section 262416.
	GDS	<ol style="list-style-type: none"> 1. Provide option for terminal strip 2-wire auto start. 2. Provide option for block heater receptacle. 3. Provide option for battery charger receptacle.

Notes

- Contract conditions place the responsibility for dimensions, quantities, coordination, and compliance with Contract Documents on the Contractor.
- For submittals marked Approved or Approved as Noted, fabrication and/or installation may be undertaken, but no changes to the Contract Sum or Contract Time are authorized. For submittals marked Revise and Resubmit or Rejected, fabrication and/or installation may not be undertaken.
- Action codes: A - Approved; AN – Approved as Noted; RR – Revise and Resubmit; R – Rejected; NR – Not Reviewed




Thomas

Thomas Construction Group LLC
1022 Ashes Drive, Suite 200
Wilmington, North Carolina 28405
Phone: (910) 799-2295

Submittal #(260553) - (1.1)

Project: 21-10-0384 - New Hanover County Government Center
230 Government Center Drive
Wilmington, North Carolina 28403

Early Gear Release (BoE - Rev 1)

Thomas Construction Group	
 Thomas	SUBMITTAL REVIEW
Submittal Item: 260533 -1.1 Early Gear Release PD (BoE - Rev 1)	
Review Status:	Reviewed as Noted
Reviewed By:	Nprice
Date:	04/11/2023
<small>Submittals are reviewed for conformance with design intent and general compliance with the Contract Documents only. Review, comments, and/or corrections do not relieve the Contractor from full compliance with the Contract Documents.</small>	

LS3P Associates

Contractor marks in BLUE
Architect marks in RED
Engineer marks in GREEN
Owner marks in PURPLE
All comments to include reviewers initials and company name

Prepared By:

Bob Griggs
2510 Greengate Drive
Greensboro, NC 27406
bgriggs@mayerelectric.com
D:336-275-9603

Proposal Name: NHC BOE 020823

Quote Name: NHC BOE 020823

Proposal Number: P-230222-3578656

Quote Number: Q-3922473

Quote Date: 03/27/2023

Through Addenda Number: 0

Sales Representative: Dennis Anderson

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

TABLE OF CONTENTS

Panelboards

This Section Contains Products: Panelboards

Seq #	Qty	Product Description
1	1	Designation : MDP Product Details: 1-I-Line SPD Panel (INTERIOR)-I-Line Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated SPD 160kA per Phase/80kA per Mode SPD line to grd protect w/SPD Surge Counter w/SPD Dry Contacts Suitable For Use As Service Entrance UL Single Main: 800AS/800AT/3P PG Circuit Breaker 100% Rated Main Trip Function: LSI Main Trip Unit: Standard Trip Unit Main Metering: PM5563 I-Line Smart Cell Main Acc: Key Interlock Incoming Conductors: 1 - (3) 3/0 - 500 kcmil Bus: 800A Rated Copper: Tin Plated CU Ground Bar 99" of Mounting Inches Type 1,Box: 86H x 42W x 9.5D Incoming: Bottom Trim: Four-Piece Surface Box Cat No: HC4286DB Front Cat No: HCW86TS Ref. Drawing: PBA418 Type: HCP Feeders: 1 - 25A/3P QO-VH 1 - 400AS/400AT/3P LG Std. LSI 80% 1 - 800AS/800AT/3P PG KI,Std. LSI 100% 1 - 100A/3P QD 1 - 150A/3P QD 3 - 225A/3P QD Prepared Space 2 - 250AS/225AT/3P JD Std. LSI 80% 1 - 250A/3P JD Optional Features: Standard Panel (Box Ahead),Copper Solid Neutral,Copper Ground Bar,Standard Mains and Feeders Mechanically Restrained 1-HC4286DB-PANELBOARD ENCLOSURE/BOX TYPE 1 86H 42W 1-HCW86TS-PANELBOARD COVER/TRIM ILINE 4PC S 86H Estimated days to ship, excluding transit: 184 working days after customer release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description
2	1	Designation : M1 Product Details: 1-NQ ML Panel (INTERIOR)-NQ Panelboard Consisting of 208Y/120V 3Ph 4W 60Hz SCCR: 22kA Fully Rated Main Lug Only: 400A Incoming Conductors: 1 - 1/0 - 750, (2) 1/0 - 350 kcmil Bus: 400A Rated Copper: Silver/Tin Plated CU Ground Bar 54 Circuit Interior Type 1,Box: 56H x 20W x 5.75D Incoming: Bottom Trim: Surface - Hinged Box Cat No: MH56BE Front Cat No: NC56VSHR Ref. Drawing: PBA709HR Feeders: 4 - 40A/2P QOB-VH 10 - 20A/2P QOB-VH 2 - 25A/2P QOB-VH 3 - 15A/1P QOB-VH

1 - 30A/2P QOB-VH
 14 - 20A/1P QOB-VH
 1 - 40A/3P QOB-VH
 Optional Features:
 Standard Panel (Box Ahead),Blank
 Endwalls,Copper Solid Neutral,Copper
 Ground Bar
 Branch User Placement
 1-MH56BE-PANELBOARD ENCLOSURE/BOX TYPE 1 56H 20W
 1-NC56VSHR-PNLBD COVER/TRIM NF T-1 S 56H 20W

Estimated days to ship, excluding transit: 45 working days after customer release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description
3	1	Designation : P1

Product Details:
 1-NQ ML Panel (INTERIOR)-NQ Panelboard
 Consisting of
 208Y/120V 3Ph 4W 60Hz SCCR: 22kA
 Fully Rated
 Main Lug Only: 225A
 Main Acc: Feed Thru Lugs
 Incoming Conductors: 1 - #6 - 350 kcmil
 Bus: 225A Rated Copper: Silver/Tin Plated
 CU Ground Bar
 54 Circuit Interior
 Type 1,Box: 44H x 20W x 5.75D
 Incoming: Bottom Trim: Surface - Hinged
 Box Cat No: MH44 Front Cat No: NC44SHR
 Ref. Drawing: PBA701HR
 Feeders:
 50 - 20A/1P QOB-VH
 1 - 20A/1P QOB-VH-GFI
 3 - 20A/1P QOB-VH HPL
 Optional Features:
 Standard Panel (Box Ahead),Copper Solid
 Neutral,Copper Ground Bar
 Branch User Placement
 1-MH44-PANELBOARD ENCLOSURE/BOX
 1-NC44SHR-PNLBD COVER/TRIM NF T-1 S 44H 20W

Estimated days to ship, excluding transit: 45 working days after customer release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description
4	1	Designation : P2

Product Details:
 1-NQ ML Panel (INTERIOR)-NQ Panelboard
 Consisting of
 208Y/120V 3Ph 4W 60Hz SCCR: 22kA
 Fully Rated
 Main Lug Only: 225A
 Incoming Conductors: 1 - #6 - 350 kcmil
 Bus: 225A Rated Copper: Silver/Tin Plated
 CU Ground Bar
 54 Circuit Interior
 Type 1,Box: 38H x 20W x 5.75D
 Incoming: Bottom Trim: Surface - Hinged
 Box Cat No: MH38BE Front Cat No: NC38SHR
 Ref. Drawing: PBA701HR
 Feeders:
 54 - 20A/1P QOB-VH
 Optional Features:
 Standard Panel (Box Ahead),Blank
 Endwalls,Copper Solid Neutral,Copper
 Ground Bar
 Branch User Placement

1-MH38BE-PANELBOARD ENCLOSURE/BOX TYPE 1 38H 20W
1-NC38SHR-PNLBD COVER/TRIM NF T-1 S 38H 20W

Estimated days to ship, excluding transit: 45 working days after customer release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description
6	1	Designation : P1-SECT 2

Product Details:

1-NQ ML Panel (INTERIOR)-NQ Panelboard
Consisting of
208Y/120V 3Ph 4W 60Hz SCCR: 22kA
Fully Rated
Main Lug Only: 225A
Incoming Conductors: 1 - #6 - 350 kcmil
Bus: 225A Rated Copper: Silver/Tin Plated
CU Ground Bar
54 Circuit Interior
Type 1,Box: 38H x 20W x 5.75D
Incoming: Bottom Trim: Surface - Hinged
Box Cat No: MH38 Front Cat No: NC38SHR
Ref. Drawing: PBA701HR

Feeders:

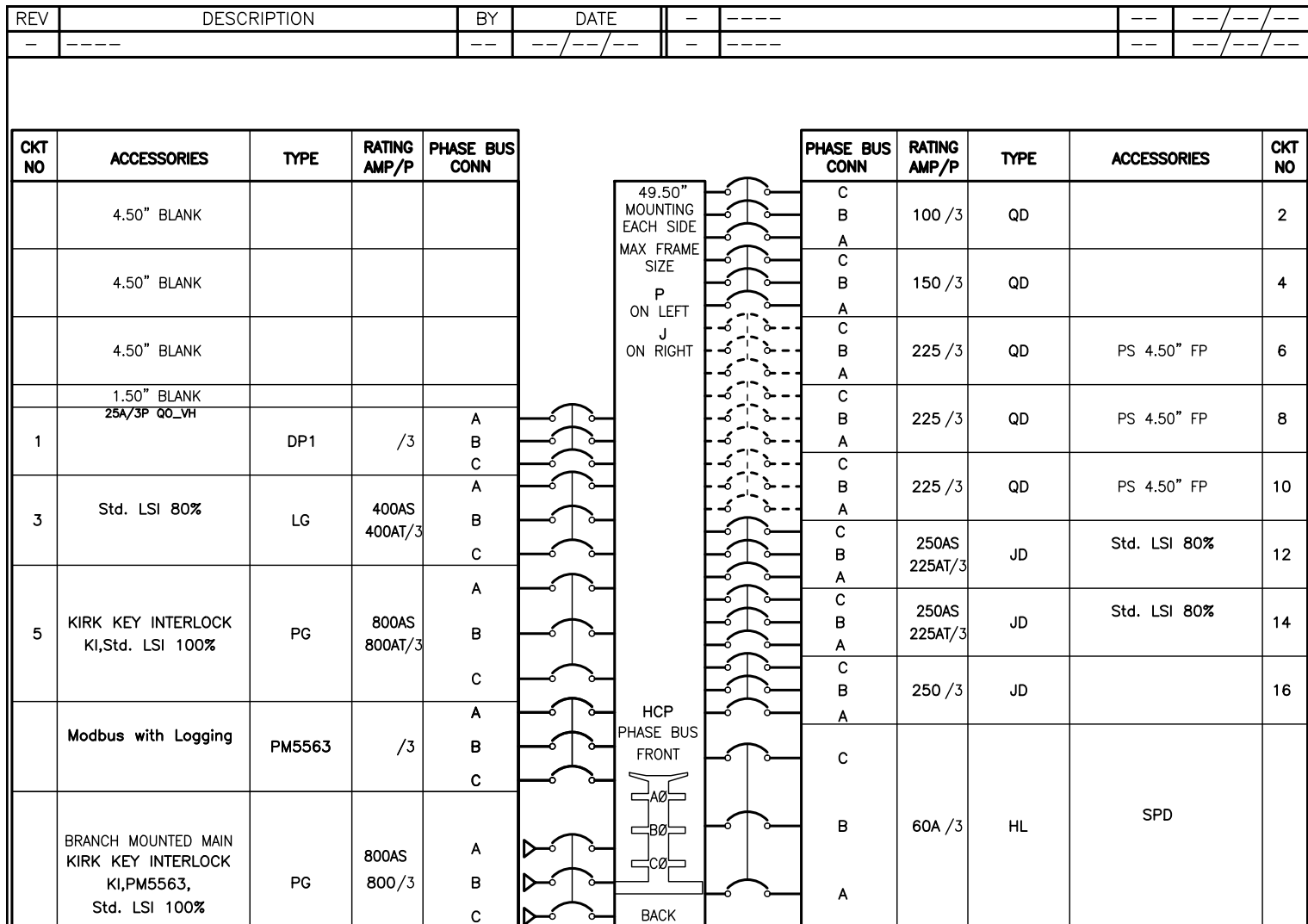
51 - 20A/1P QOB-VH
1 - 30A/1P QOB-VH
1 - 20A/2P QOB-VH

Optional Features:

Standard Panel (Box Ahead),Copper Solid
Neutral,Copper Ground Bar
Branch User Placement

1-MH38-PANELBOARD ENCLOSURE/BOX TYPE 1 38H 20W
1-NC38SHR-PNLBD COVER/TRIM NF T-1 S 38H 20W

Estimated days to ship, excluding transit: 45 working days after customer release to manufacturer. See Conditions of Sale.



PHYSICAL DATA

UL Service Entrance
ENCLOSURE Type 1
Four-Piece Surface
FRONT CAT#: HCW86TS
BOX CAT#: HC4286DB

DIMENSIONS:
86"(2184mm)Hx42"(1067mm)Wx9.5"(241mm)D

WIRE BENDING SPACE:
TOP - 11.66"(296mm)
BOTTOM - 16.32"(415mm)
RIGHT SIDE - 8.77"(223mm)
LEFT SIDE - 8.66"(220mm)

PBA: 418

BUSSING: 800A RATED COPPER BUS
Tin Plated

OPTIONAL FEATURES:
Copper GROUND BAR
COPPER SOLID NEUTRAL
SPD DRY CONTACTS
SPD SURGE COUNTER
(Continued on next page.)

ELECTRICAL DATA

SYSTEM: 208Y/120V 3Ph 4W 60Hz
System Ampacity: 800A
22kA SYMS. SCCR
Fully Rated


MAIN: MAIN BREAKER PG 800AS/800AT
ACC: PM5563 I-Line Smart Cell
ACC: KI,STD LSI
Bottom FEED
65kA AIR
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:
Wire Bending Space:
Phase Lugs:1 - (3) 3/0 - 500 kcmil

-----BRANCH SUMMATION-----
1 - 25A/3P QO-VH DP1 1 - 400A/3P LG STD LSI
1 - 800A/3P PG KI,STD LSI 1 - 100A/3P QD
1 - 150A/3P QD 3 - 225A/3P-PS QD
2 - 225A/3P JD STD LSI 1 - 250A/3P JD

JOB NAME:	NHC BOE 020823	EQUIPMENT DESIGNATION:	MDP
JOB LOCATION:		EQUIPMENT TYPE:	I-Line (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:		 by Schneider Electric	
DATE:	March 27 2023		
DRAWING STATUS:	QUOTE	DWG#	0Q-3922473-112422926-01
		PG 1	OF 2
		REV	---

REV	DESCRIPTION	BY	DATE	-	----	--	--/--/--
-	----	--	--/--/--	-	----	--	--/--/--

PHYSICAL DATA CONTINUED
SPD PEAK SURGE RATING/PHASE: 160kA
SPD LINE TO GRD PROTECT
I-LINE EXPANDED NEUTRAL

JOB NAME:	NHC BOE 020823	EQUIPMENT DESIGNATION:	MDP
JOB LOCATION:		EQUIPMENT TYPE:	I-Line (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:		 <small>by Schneider Electric</small>	
DATE:	March 27 2023		
DRAWING STATUS:	QUOTE	DWG#	0Q-3922473-112422926-01
		PG	2 OF 2
		REV	-

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
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CKT NO	ACCESSORIES	TYPE	RATING AMP/P	FTL	RATING AMP/P	TYPE	ACCESSORIES	CKT NO
1		QOB-VH	20 / 1		20 / 1	QOB-VH		2
3		QOB-VH	20 / 1		20 / 1	QOB-VH		4
5		QOB-VH	20 / 1		20 / 1	QOB-VH		6
7		QOB-VH	20 / 1		20 / 1	QOB-VH		8
9		QOB-VHGF	20 / 1		20 / 1	QOB-VH		10
11		QOB-VH	20 / 1		20 / 1	QOB-VH		12
13		QOB-VH	20 / 1		20 / 1	QOB-VH		14
15		QOB-VH	20 / 1		20 / 1	QOB-VH		16
17		QOB-VH	20 / 1		20 / 1	QOB-VH		18
19		QOB-VH	20 / 1		20 / 1	QOB-VH		20
21		QOB-VH	20 / 1		20 / 1	QOB-VH		22
23		QOB-VH	20 / 1		20 / 1	QOB-VH		24
25		QOB-VH	20 / 1		20 / 1	QOB-VH		26
27		QOB-VH	20 / 1		20 / 1	QOB-VH		28
29		QOB-VH	20 / 1		20 / 1	QOB-VH		30
31		QOB-VH	20 / 1		20 / 1	QOB-VH		32
33		QOB-VH	20 / 1		20 / 1	QOB-VH		34
35		QOB-VH	20 / 1		20 / 1	QOB-VH		36
37		QOB-VH	20 / 1		20 / 1	QOB-VH		38
39		QOB-VH	20 / 1		20 / 1	QOB-VH		40
41		QOB-VH	20 / 1		20 / 1	QOB-VH		42
43		QOB-VH	20 / 1		20 / 1	QOB-VH	HLO Fixed Off/On	44
45		QOB-VH	20 / 1		20 / 1	QOB-VH	HLO Fixed Off/On	46
47		QOB-VH	20 / 1		20 / 1	QOB-VH	HLO Fixed Off/On	48
49		QOB-VH	20 / 1		20 / 1	QOB-VH		50
51		QOB-VH	20 / 1		20 / 1	QOB-VH		52
53		QOB-VH	20 / 1		20 / 1	QOB-VH		54




PHYSICAL DATA

ENCLOSURE Type 1
Surface – Hinged
FRONT CAT#: NC44SHR
BOX CAT#: MH44
DIMENSIONS:
44”(1118mm)Hx20”(508mm)Wx5.75”(146mm)D
WIRE BENDING SPACE:
TOP – 12.2”(310)mm
BOTTOM – 9.26”(236)mm
SIDE – 6.13”(156)mm
PBA: 701HR
BUSSING: 225A RATED COPPER BUS
Silver/Tin Plated
OPTIONAL FEATURES:
BRANCH USER PLACEMENT
Copper GROUND BAR
COPPER SOLID NEUTRAL

ELECTRICAL DATA

SYSTEM: 208Y/120V 3Ph 4W 60Hz
System Ampacity: 225A
22kA SYMS. SCCR
Fully Rated
MAIN: MAIN LUGS : 225A
ACC: FEED THRU LUGS
Bottom FEED
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:
Wire Bending Space:
Phase Lugs:1 – #6 – 350 kcmil
-----BRANCH SUMMATION-----
50 – 20A/1P QOB-VH 1 – 20A/1P QOB-VHGF
3 – 20A/1P QOB-VH HPL

JOB NAME:	NHC BOE 020823	EQUIPMENT DESIGNATION:	P1
JOB LOCATION:		EQUIPMENT TYPE:	NQ (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	March 27 2023		
DRAWING STATUS:	QUOTE	DWG#	OQ-3922473-112425287-01
		PG 1	OF 1
		REV	--

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
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CKT NO	ACCESSORIES	TYPE	RATING AMP/P		RATING AMP/P	TYPE	ACCESSORIES	CKT NO
1		QOB-VH	20 / 1		20 / 1	QOB-VH		2
3		QOB-VH	20 / 1		20 / 1	QOB-VH		4
5		QOB-VH	20 / 1		20 / 1	QOB-VH		6
7		QOB-VH	20 / 1		20 / 1	QOB-VH		8
9		QOB-VH	20 / 1		20 / 1	QOB-VH		10
11		QOB-VH	20 / 1		20 / 1	QOB-VH		12
13		QOB-VH	20 / 1		20 / 1	QOB-VH		14
15		QOB-VH	20 / 1		20 / 1	QOB-VH		16
17		QOB-VH	20 / 1		20 / 1	QOB-VH		18
19		QOB-VH	20 / 1		20 / 1	QOB-VH		20
21		QOB-VH	20 / 1		20 / 1	QOB-VH		22
23		QOB-VH	20 / 1		20 / 1	QOB-VH		24
25		QOB-VH	20 / 1		20 / 1	QOB-VH		26
27		QOB-VH	20 / 1		20 / 1	QOB-VH		28
29		QOB-VH	20 / 1		20 / 1	QOB-VH		30
31		QOB-VH	20 / 1		20 / 1	QOB-VH		32
33		QOB-VH	20 / 1		20 / 1	QOB-VH		34
35		QOB-VH	20 / 1		20 / 1	QOB-VH		36
37		QOB-VH	20 / 1		20 / 1	QOB-VH		38
39		QOB-VH	20 / 1		20 / 1	QOB-VH		40
41		QOB-VH	20 / 1		20 / 1	QOB-VH		42
43		QOB-VH	20 / 1		20 / 1	QOB-VH		44
45		QOB-VH	20 / 1		20 / 1	QOB-VH		46
47		QOB-VH	20 / 1		20 / 1	QOB-VH		48
49		QOB-VH	20 / 1		20 / 1	QOB-VH		50
51		QOB-VH	20 / 1		20 / 1	QOB-VH		52
53		QOB-VH	20 / 1		20 / 1	QOB-VH		54



PHYSICAL DATA

ENCLOSURE Type 1
Surface – Hinged
FRONT CAT#: NC38SHR
BOX CAT#: MH38BE
DIMENSIONS:
38”(965mm)Hx20”(508mm)Wx5.75”(146mm)D
WIRE BENDING SPACE:
TOP – 5”(127)mm
BOTTOM – 9.26”(236)mm
SIDE – 6.13”(156)mm
PBA: 701HR
BUSSING: 225A RATED COPPER BUS
Silver/Tin Plated
OPTIONAL FEATURES:
BRANCH USER PLACEMENT
Copper GROUND BAR
BLANK ENDWALLS
COPPER SOLID NEUTRAL

ELECTRICAL DATA

SYSTEM: 208Y/120V 3Ph 4W 60Hz
System Ampacity: 225A
22kA SYMS. SCCR
Fully Rated
MAIN: MAIN LUGS : 225A
Bottom FEED
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:
Wire Bending Space:
Phase Lugs:1 – #6 – 350 kcmil
-----BRANCH SUMMATION-----
54 – 20A/1P QOB-VH

JOB NAME:	NHC BOE 020823	EQUIPMENT DESIGNATION:	P2
JOB LOCATION:		EQUIPMENT TYPE:	NQ (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	March 27 2023		
DRAWING STATUS:	QUOTE	DWG#	OQ-3922473-112426316-01
		PG 1	OF 1
		REV	--

REV	DESCRIPTION	BY	DATE	--	----	--	---/---/---
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CKT NO	ACCESSORIES	TYPE	RATING AMP/P		RATING AMP/P	TYPE	ACCESSORIES	CKT NO	
1		QOB-VH	20 / 1		20 / 1	QOB-VH		2	
3		QOB-VH	20 / 1		20 / 1	QOB-VH		4	
5		QOB-VH	30 / 1		20 / 1	QOB-VH		6	
7		QOB-VH	20 / 2		20 / 1	QOB-VH		8	
9					20 / 1	QOB-VH		10	
11		QOB-VH	20 / 1		20 / 1	QOB-VH		12	
13		QOB-VH	20 / 1		20 / 1	QOB-VH		14	
15		QOB-VH	20 / 1		20 / 1	QOB-VH		16	
17		QOB-VH	20 / 1		20 / 1	QOB-VH		18	
19		QOB-VH	20 / 1		20 / 1	QOB-VH		20	
21		QOB-VH	20 / 1		20 / 1	QOB-VH		22	
23		QOB-VH	20 / 1		20 / 1	QOB-VH		24	
25		QOB-VH	20 / 1		20 / 1	QOB-VH		26	
27		QOB-VH	20 / 1		20 / 1	QOB-VH		28	
29		QOB-VH	20 / 1		20 / 1	QOB-VH		30	
31		QOB-VH	20 / 1		20 / 1	QOB-VH		32	
33		QOB-VH	20 / 1		20 / 1	QOB-VH		34	
35		QOB-VH	20 / 1		20 / 1	QOB-VH		36	
37		QOB-VH	20 / 1		20 / 1	QOB-VH		38	
39		QOB-VH	20 / 1		20 / 1	QOB-VH		40	
41		QOB-VH	20 / 1		20 / 1	QOB-VH		42	
43		QOB-VH	20 / 1		20 / 1	QOB-VH		44	
45		QOB-VH	20 / 1		20 / 1	QOB-VH		46	
47		QOB-VH	20 / 1		20 / 1	QOB-VH		48	
49		QOB-VH	20 / 1		20 / 1	QOB-VH		50	
51		QOB-VH	20 / 1		20 / 1	QOB-VH		52	
53		QOB-VH	20 / 1		20 / 1	QOB-VH		54	




PHYSICAL DATA

ENCLOSURE Type 1
Surface – Hinged
FRONT CAT#: NC38SHR
BOX CAT#: MH38
DIMENSIONS:
38”(965mm)Hx20”(508mm)Wx5.75”(146mm)D
WIRE BENDING SPACE:
TOP – 5”(127)mm
BOTTOM – 9.26”(236)mm
SIDE – 6.13”(156)mm
PBA: 701HR
BUSSING: 225A RATED COPPER BUS
Silver/Tin Plated
OPTIONAL FEATURES:
BRANCH USER PLACEMENT
Copper GROUND BAR
COPPER SOLID NEUTRAL

ELECTRICAL DATA

SYSTEM: 208Y/120V 3Ph 4W 60Hz
System Ampacity: 225A
22kA SYMS. SCCR
Fully Rated
MAIN: MAIN LUGS : 225A
Bottom FEED
INCOMING CONDUCTORS(S) PER NEC, CEC, NOM:
Wire Bending Space:
Phase Lugs:1 – #6 – 350 kcmil
-----BRANCH SUMMATION-----
51 – 20A/1P QOB-VH 1 – 30A/1P QOB-VH
1 – 20A/2P QOB-VH

JOB NAME:	NHC BOE 020823	EQUIPMENT DESIGNATION:	P1-SECT 2
JOB LOCATION:		EQUIPMENT TYPE:	NQ (Circuit Breaker Type) PANEL 1 OF 1
DRAWN BY:	(Q2C)	DRAWING TYPE:	ONE LINE DIAGRAM
ENGR:			
DATE:	March 27 2023		
DRAWING STATUS:	QUOTE	DWG#	OQ-3922473-115071300-01
		PG 1	OF 1
		REV	--

Product data sheet

Characteristics

HC4286DB

Box, I-Line Panelboard, HCP, 42in W x 86in H x 9.5in D, Type 1



Product availability: Stock - Normally stocked in distribution facility

Price*: 1443.00 USD



Main

Range of Product	I-Line
Product or Component Type	Enclosure
Device Application	Panelboard
Device short name	HCP

Complementary

Line Rated Current	1200 A 400 A 800 A 600 A
Enclosure nominal width	42.01 In (1067 mm)
Enclosure nominal height	85.98 In (2184 mm)
Enclosure nominal depth	9.49 In (241 mm)
Net Weight	167.66 Lb(US) (76.05 kg)

Environment

NEMA degree of protection	NEMA 1
Standards	CSA UL

Ordering and shipping details

Category	07979-I-LINE RTA N1 PB BOX - STD
Discount Schedule	PE1A
GTIN	785901792055
Returnability	Yes
Country of origin	US

Packing Units

Unit Type of Package 1	Db
Number of Units in Package 1	1
Package 1 Height	9.49 In (24.1 cm)
Package 1 Width	42.01 In (106.7 cm)
Package 1 Length	85.98 In (218.4 cm)
Package 1 Weight	163.00 Lb(US) (73.935 kg)

Offer Sustainability

Sustainable offer status	Green Premium product
California proposition 65	WARNING: This product can expose you to chemicals including: Nickel compounds, which is known to the State of California to cause cancer, and Bisphenol A (B-PA), which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
REACH Regulation	REACH Declaration
EU RoHS Directive	Compliant EU RoHS Declaration
Mercury free	Yes
China RoHS Regulation	China RoHS Declaration
RoHS exemption information	Yes
Environmental Disclosure	Product Environmental Profile
PVC free	Yes

Contractual warranty

Warranty	18 months
----------	-----------

Product Life Status : **Commercialised**

Life Is On

SQUARE D[™]

by Schneider Electric



INNOVATIVE DESIGN, SMART BUS TECHNOLOGY, AND SIMPLE INSTALLATION

I-Line panelboards

SMART: DESIGNED FOR EFFICIENT INSTALLATION

Simple: Efficient installation process

- **I-Line breakers**
 - **Main lugs:** Fixed-mounted main lugs are isolated from the branch breaker section for enhanced safety. Lugs are front-removable for ease of wiring. Mechanically connected main lugs mount in the branch circuit area.
 - **Main breakers:** Main lug interiors may be converted to main breaker interiors by simply back feeding a branch-mounted device. All Square D™ by Schneider Electric™ I-Line™ circuit breakers are UL® listed for use as a branch or back feed main device.
 - **Branch breakers:** I-Line breakers can be mounted independently, providing greater flexibility in breaker placement and future scalability. Branches may also be mounted anywhere on the bus stack, unlike conventional panel designs.
- **Breaker connections:** I-Line breaker connections are “blow-on” type, similar to medium-voltage equipment designs. The magnetic forces developed from high-level fault conditions force the jaws together, resulting in a firmer, more secure grip on the bus bar for improved uptime. Heavy-duty jaw connectors are plated to ensure good conductivity at the contact.
- **Breaker mounting:** A screwdriver is all that's needed to mount 15 A through 1,200 A I-Line circuit breakers, making installation fast and easy. Breakers ratchet firmly onto the bus stack with captive retaining screws to secure the circuit breaker to the mounting pan.

Delivery that works for you

- I-Line panelboards are available custom assembled at the factory or ready to install from local distributor stock. Either way, you get the same time-proven design in a complete line of boxes, interiors, fronts, breakers, and accessories on hand when you need them.
- Fast delivery from the factory, and get approval drawings with your Square D quote
 - For even faster service, ask your distributor about in-stock delivery options
 - Available with main lugs or main breakers through 1,200 A
 - Rated 600 Vac and 250 Vdc maximum
 - UL-listed SCCR, suitable for use on systems up to 200,000 RMS symmetrical amps when assembled with appropriately rated main or branch breakers

Cabinets

I-Line panelboard boxes are constructed of code-gauge steel with wiring gutters in accordance with UL and NEMA® standards. Boxes are made of galvanized steel in varying widths, while box sizes have removable end walls. Panelboard fronts are finished with gray baked enamel electrodeposited over clean phosphatized steel and attached with trim screws.

Solid neutral

The solid neutral assembly mounts at the same end of the interior as the main lugs or main breaker, or to the side for panels requiring ground fault. Branch neutral connections are provided for a wide variety of breaker combinations and suitable for copper or aluminum wires. The solid neutral is insulated but can be bonded to the enclosure with a full-capacity bonding strap for service entrance requirements.

Accessories

There is a wide variety of accessories available for field or factory installation into I-Line panelboards.

- Equipment ground bars for termination of equipment grounding conductors.
- Specifically designed QO™ distribution panels mount in I-Line panelboards allowing less expensive QO 15 A – 30 A breakers to feed lighting or receptacle circuits from I-Line panelboards applied on 240 V systems.
- UL-listed box extensions for additional wire bending space.
- Blank fillers and extensions are required to fill unused circuit breaker mounting space in I-Line panelboards and switchboards. Specially engineered blank fillers are used with PowerPact™ with Micrologic™ breakers to ensure easy visibility for metered data on the LCD screen.



SMART: BUILT-IN COMMUNICATION CAPABILITIES

PowerPact with Micrologic I-Line breakers

PowerPact with Micrologic breakers provide a smart, safe, and simple solution to the I-Line portfolio. These circuit breakers are available as a main breaker or branch breaker in Standard, Ammeter, and Energy electronic trip options.

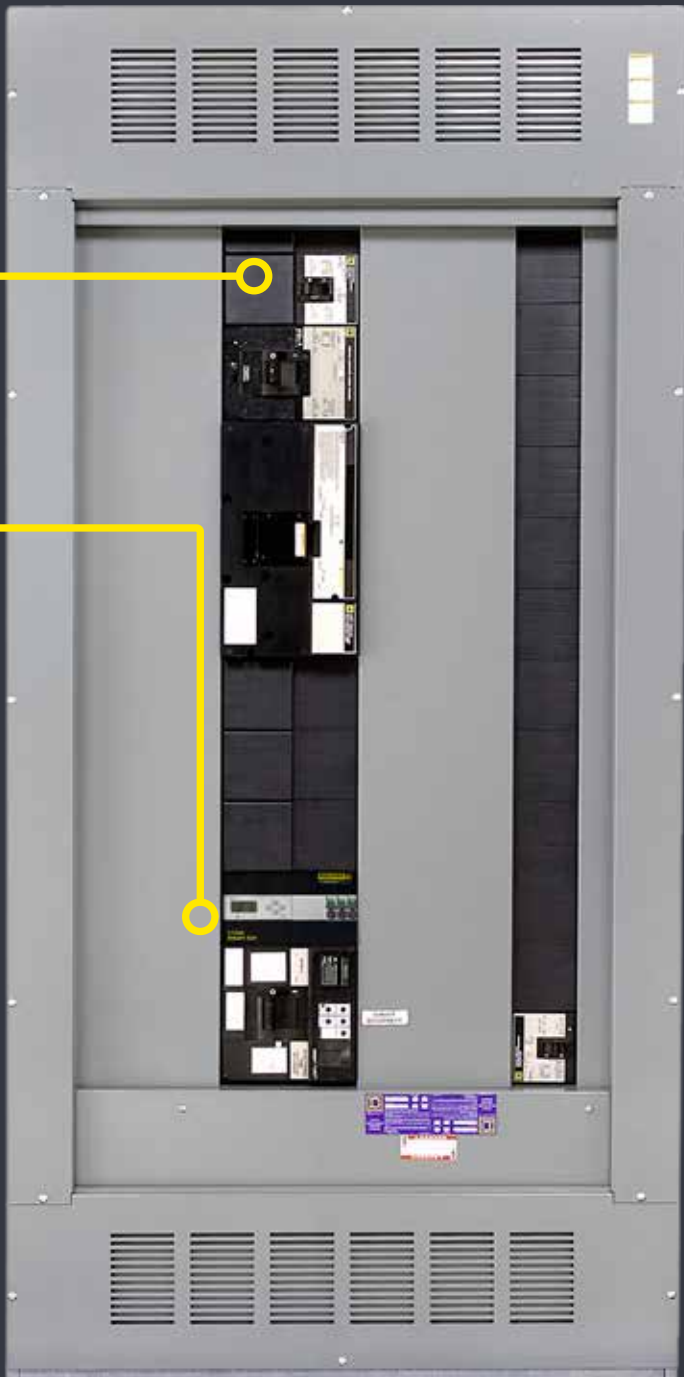
Smart Systems for electrical distribution

Schneider Electric Smart Systems brings digital communications to Square D I-Line panelboards, providing robust communication to breakers for status, metering, and energy trending — both locally and remotely.

Smart Systems uses Ethernet connectivity to send and receive data from PowerPact with Micrologic molded case circuit breakers.

This energy and status data is essential for promoting uptime and energy monitoring in a wide variety of power applications. Preconfigured email alerts can warn of urgent building performance issues or simple circuit breaker maintenance events.

Embedded web pages give users the ability to monitor and troubleshoot electrical distribution panels with only a PC and a Web browser. Breaker data can also be integrated into enterprise-level software.



I-LINE CIRCUIT BREAKERS — THE HEART OF ANY PANELBOARD

With a choice among thermal-magnetic circuit breakers and standard or advanced electronic trip unit circuit breakers, select the PowerPact circuit breakers that are right for the job.

Thermal-magnetic molded case circuit breakers

- Most common design; automatically opens circuit when it's overloaded or short-circuited.
- Uses bimetals and electromagnetic assemblies to provide protection.
- Ideal for applications where overload conditions are concern.

Standard electronic trip circuit breakers

- Provide long-time, short-time, and instantaneous trip protection.
- Allow the user to easily adjust settings of the circuit breaker per specific system requirements.

Advanced electronic trip circuit breakers

- Add communications and power metering and monitoring capabilities.
- Trip units allow the circuit breaker to communicate over modbus serial and Ethernet systems. These advanced trip units gather power information, monitor events, and provide the ability for predictive maintenance. These actions can help you reduce electrical operating costs.

SPACE-SAVING MODULE FOR VALUE-ADDED DIGITAL SOLUTIONS



The modular I-Line Smart Cell enables value-added solutions in I-Line panelboards in a variety of combinations. The space-saving unit fits into the I-Line bus in place of a breaker, and allows the I-Line panelboard to be transformed into a digital communication or metered electrical distribution solution.

The space-saving design means neither the box extension nor a sidecar is required to add communications. The I-Line Smart Cell fits into the I-Line bus in place of a breaker, and a screwdriver is all that's needed to mount the modular device.

The I-Line Smart Cell is available with these value-added solutions:

Smart Systems Communications facilitates Ethernet-connected electrical distribution devices to help customers reduce downtime, manage energy use, and improve operational efficiency. Smart Systems features real-time monitoring of Square D PowerPact with Micrologic circuit breakers, as well as a variety of other power distribution and monitoring devices.

The solution collects data in real time and can send configurable email alerts to allow remote monitoring. The data can be used to pinpoint and immediately address troublesome areas and help facilitate a predictive maintenance program.

Smart Systems includes the IFE Interface, which uses fast and reliable Ethernet connectivity to access breaker status, meter data, and energy trending, as well as send email alerts and control a breaker's on/off status (optional). The IFE works along with IFM serial interfaces to communicate with multiple circuit breakers.

The EM3555 with modbus or EM3560 with BACnet™ can be easily and conveniently installed in an I-Line panelboard. The EM3500 series DIN Rail meters have ANSI 12.20 0.2% accuracy, rated up to 600 Vac, and use Low-Voltage Current Transducers (LVCT).

The EM3555 modbus serial with logging includes bidirectional monitoring, real energy output, and phase loss alarm output. The EM3560 BACnet MS/TP with logging includes pulse inputs for WAGES.

Energy Reduction Maintenance Setting (ERMS) meets NEC 2014 code (Section 240.87) requirements to reduce arc energy during maintenance to improve electrical contractor safety. ERMS trip setting offers electronic adjustability for coordination.



EM3555 meter shown installed in I-Line. The larger I-Line Smart Cell is the new Smart Systems Communications.



Our mission is simple: To help electrical contractors deliver optimal solutions to their customers in an efficient, time-effective manner. We do that by offering innovative, world-class products of proven quality and reliability. You do business in a complex, ever-changing world. To stay competitive, you need to **THINK SQUARE D.**

Learn more at:



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Boston One Campus
800 Federal Street
Andover, MA 01810
888-SquareD (888-778-2733)
www.schneider-electric.com/us

This Section Contains Products: Field Services

Seq #	Qty	Product Description
5	1	<p>Designation : STUDIES</p> <p>Product Details: 1-SRVINAAARCETO-Eng Std - SC,TCC,AF & AF Bdy Lbl We are pleased to quote Short Circuit, Time Current Coordination, Arc Flash, & Arc Flash Labels (Brady) Studies per BOM and specifications with the following exception(s)/clarification(s). Exception(s): This quote does not include setting/testing overcurrent devices. Please contact QUOTES_SYSTEM_STUDIES/US/Schneider for a quote to set/test the breakers. This quote does not include label installation. Clarification(s): This quotation is for a power system study performed in accordance with the specification (number 26 05 73.10) The scope of work for this study is limited to new Square D brand equipment and pertinent existing equipment necessary for the analysis to be completed. Data collection shall be provided by the electrical contractor at no cost to Schneider Electric USA, Inc. Engineering services included in this quote will be performed by a firm licensed to perform engineering in the jurisdiction where the services are offered. If a SC analysis is included in the study scope, intent is to deliver a SC evaluation table prior to the date of equipment release to manufacturing. The completion of the analysis and report will typically be targeted around the ship dates of SWBD/MCC. Reports will be revised to reflect as-built conditions at no additional charge, provided the size and scope of the changes do not vary from the original design layout and the request is made within three months of study commissioning. Customer is responsible for supplying necessary data (see summary below) in order to complete the study. When provided with customer and utility contact information, we can assist in obtaining this data. The customer is responsible for communicating any changes that may impact the results of the analysis. *** If specific data is not received, the SC and TCC analyses will be performed based on a conservative set of assumptions (if applicable), AF will be excluded.*** Summary: intended for SC & TCC (not all-inclusive): Summary: intended for SC, TCC, & AF (not all-inclusive): 1. One-line diagram showing the scope of the system study. 2. All of the cable data - lengths, wire sizes, etc... 3. The available short-circuit current from the power company at the point of supply. 4. The main transformer information with</p>

primary fuse rating or breaker settings
(ignore if Schneider Electric is
supplying the transformer).

5. Generator electrical data and breaker(s)
details if applicable.

6. Automatic transfer switch short-circuit
current rating or catalog number if
applicable.

7. Submittals for paralleling gear or
equipment associated with the emergency
or UPS system.

8. Description of starter type and location
of any motors greater than 50HP.

9. Project study specifications (ignore if
specifications were provided at the time
we quoted this job).

If the study needs to be converted before the
equipment, please contact
QUOTES_SYSTEM_STUDIES/US/Schneider to
assist in conversion.

Following devices included in study:

Qty 004 Panelboards

Sel Rev: (20160317/20160317)

Tra Rev: 2/22/2023 5:03:40 PM/ 2/22/2023

1-SRVINAAARCETOEX-SRVINAAARCETOEX

Engineering Submittal Package

Project: Elevated Tank – NHC Boards of Elections

Customer: Pitt Electric

March 30, 2023



Project Manager:

Rashaun Saunders

National Power

(919) 500-1159

Rashaun.saunders@natpow.com

Senior Power Solutions Consultant:

Duncan Leach

National Power

(919) 815-4252

duncan.leach@natpow.com

BILL OF MATERIALS

- 1 Gtb Wm 800-A-4W-M-N3R
 Generator Tap Box Wall Mount
 Amps: 800
 Voltage Selection: 208-240 Volt
 Wire: 4 Wire
 Cam-Lok Receptacle Gender: Male
 Enclosure: NEMA 3R



Control Solutions
PSI

Emergency Power Products Powerful Results

Address: 9900 Twin Lakes Parkway
Charlotte,
NC 28269

Phone: 704-596-5617

Website: www.psicontrolsolutions.com

Email: sales@psicontrolsolutions.com

Generator Docking Station "GTBWM"

Generator Docking Station wall mount offer businesses a means of safely and effectively creating permanent connections to auxiliary and secondary power sources such as portable generator systems. This tap box product is wall-mounted and capable of weathering standard conditions both indoors and outdoors via protection offered by NEMA 3R and NEMA 3RSS 316 stainless steel rated enclosure options.



cETLus Listed to UL standard 1008
200-4000 Amps

PSI Control Solutions, Inc
9900 Twin Lakes Parkway Charlotte,
NC 28269
Phone: 704-596-5617
Website: www.psicontrolsolutions.com
Email: sales@psicontrolsolutions.com



Features

- NEMA 3R ENCLOSURE OR NEMA 3RSS 316 STAINLESS STEEL ENCLOSURE
- ANSI-61 GRAY FOR NEMA 3R
- NEUTRAL AND GROUND INCLUDED
- PILOT LIGHT INDICATION FOR VOLTAGE PRESENT
- RATED THROUGH 600VAC
- 3 OR 4 WIRE
- 3 POLE BREAKER 65KAIC @ 480 VOLTS
- BUS BAR SHALL BE SIZED 1000A/SQ INCH
- LUGS ARE SIZED AT 125% OF RATED AMPS
- 100% TESTED AT FULL VOLTAGE
- OPTIONAL PHASE REVERSAL PROTECTION RELAY
- BOTTOM CAM-LOCK CABLE DOOR CAN NOT BE OPENED UNTIL FRONT DOOR IS UNLOCKED AND OPENED
- CAM-LOCK RECEPTACLES ARE MOUNTED AT AN ANGLE TO HELP WITH CONNECTING THE CABLE TO THE RECEPTACLE

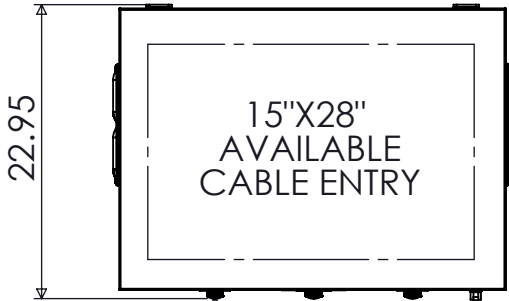


Part Number Structure Table

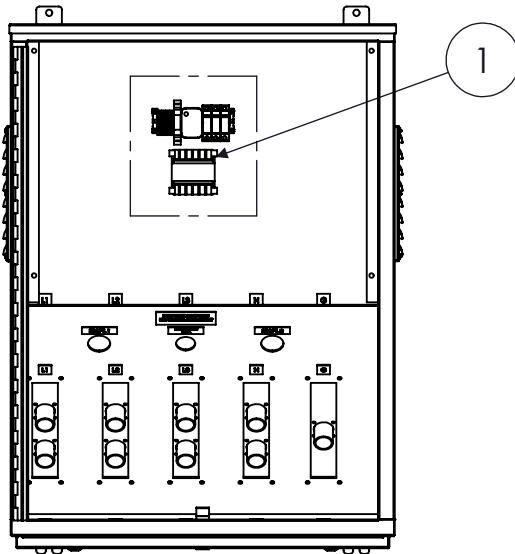
Product Type	Ampacity	Voltage	Wire	Cam-Locks	Enclosure	Option Phase Reversal, Loss, and Undervoltage Protection Relay
GTBWM	400	208-240	3	Female	3R	None
	800	480	4	Male	3RSS	A=400-800 B=1200-2000
	1200	480/277				
	1600	575-600				
	2000					

SPECIAL NOTES:

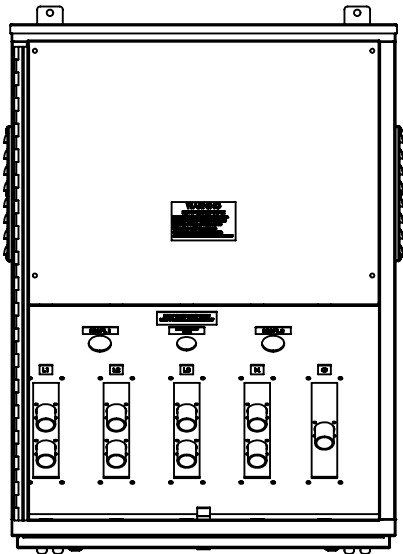
- 1) IF CAMLOKS ARE MALE, CONNECTION LABELS ARE: L1, L2, L3
- 2) IF CAMLOKS ARE MALE, USE "POWER INLET" LABEL
- 3) IF CAMLOKS ARE FEMALE, CONNECTION LABELS ARE: T1, T2, T3
- 4) IF CAMLOKS ARE FEMALE, USE "POWER OUTLET" LABEL



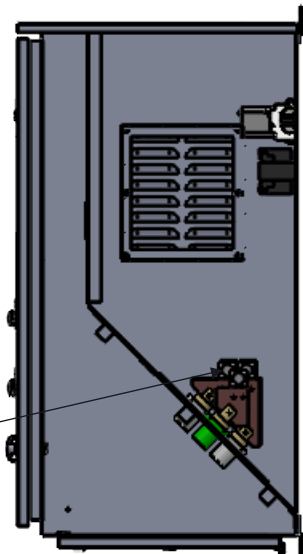
TOP VIEW



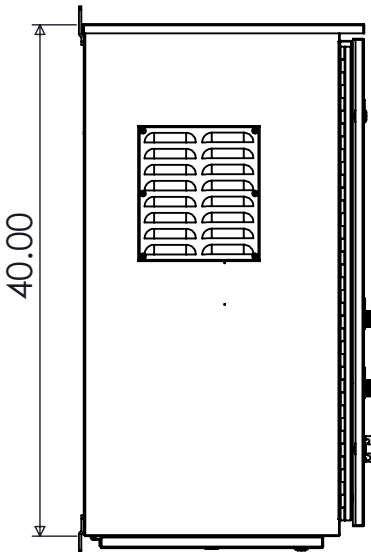
FRONT VIEW
DOOR REMOVED



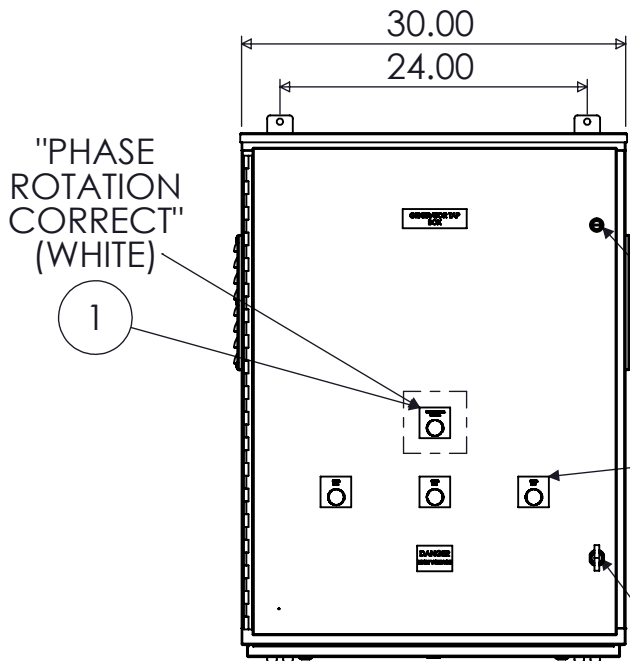
PERMANENT CONNECTIONS
(2) #2-750 MCM
LINE / NEUTRAL
(1) #2-750 MCM
GROUND



SIDE VIEW
INTERIOR



SIDE VIEW

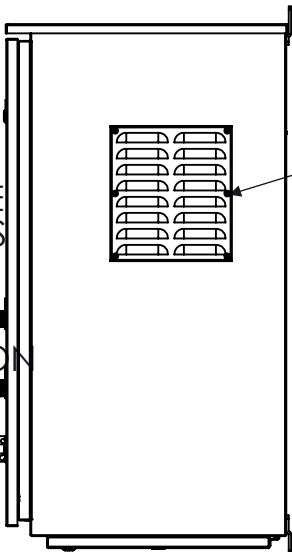


FRONT VIEW

PADLOCKABLE
FRONT ACCESS
DOOR

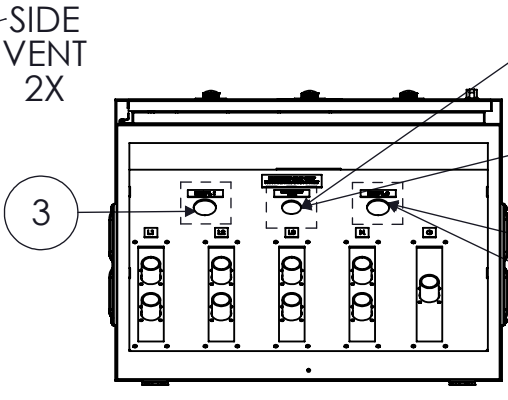
PHASE INDICATION
LIGHTS (3X)

PADLOCKABLE
WINGKNOB
LATCH



SIDE VENT
2X

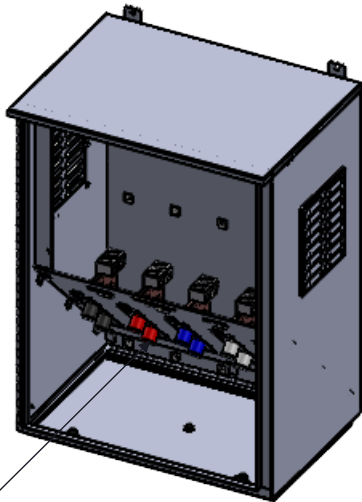
SIDE VIEW



BOTTOM VIEW
DOOR REMOVED

2-WIRE START
RECEPTACLE

BLOCK HEATER
RECEPTACLE



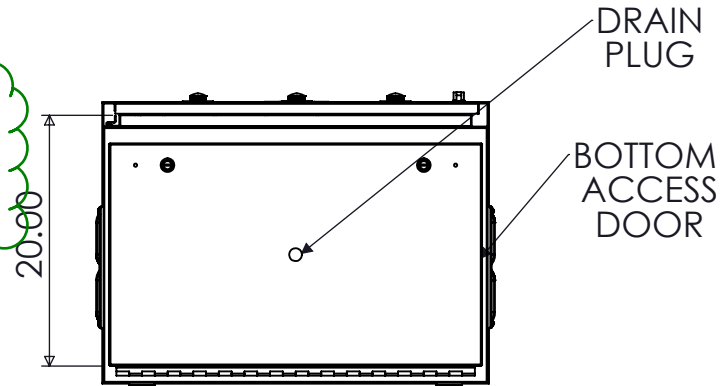
TRIMETRIC VIEW
INTERIOR

OPTIONS NOTES:

- ☐ 1) PHASE REVERSAL OPTION
- ☐ 2) 2-WIRE START OPTION
- ☐ 3) BLOCK HEATER RECEPT. OPTION

RECEPTACLE COLOR SCHEME

	L1	L2	L3	N	GND
240V	BLK	RED	BLU	WHT	GRN
480V	BRN	ORG	YEL	WHT	GRN
600V	BLK	BLK	BLCK	WHT	GRN



BOTTOM VIEW

DRAIN
PLUG

BOTTOM
ACCESS
DOOR

NOTES

- 1. ENCLOSURE RATED NEMA 3R
- 2. TYPE 316 STAINLESS STEEL AVAILABLE
- 3. 3Φ, 4-WIRE SHOWN. ALTERNATE CONFIGURATIONS AVAILABLE
- 4. MAX VOLTAGE- 600VAC
- 5. STANDARDS - UL508A



9900 TWIN LAKES PARKWAY
CHARLOTTE, NC 28269
704-596-5617
PSICONTROLSOLUTIONS.COM

800A, NEMA 3R GENERATOR TAP BOX

REV	DESCRIPTION	DATE	DRAWN	C. JUNG
0	ORIGINAL RELEASE	1/9/15	CHECKED	
1	OPTIONS ADDED	9/30/21	SUP. NO	
			SUP. BY NO	
			PANEL NO	
			BUL. NO	
			GROUP NO	
			ORDER NO	

DRAWING TYPE
DIMENSIONAL
DRAWING NUMBER
PL800GTBMM

D

C

B

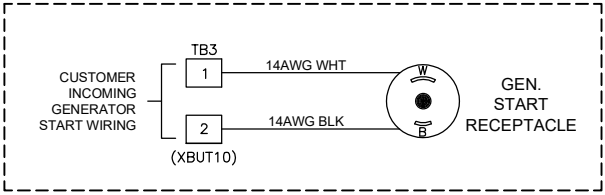
A

D

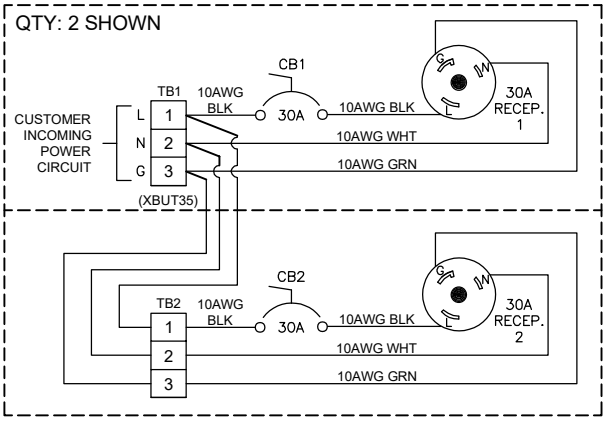
C

B

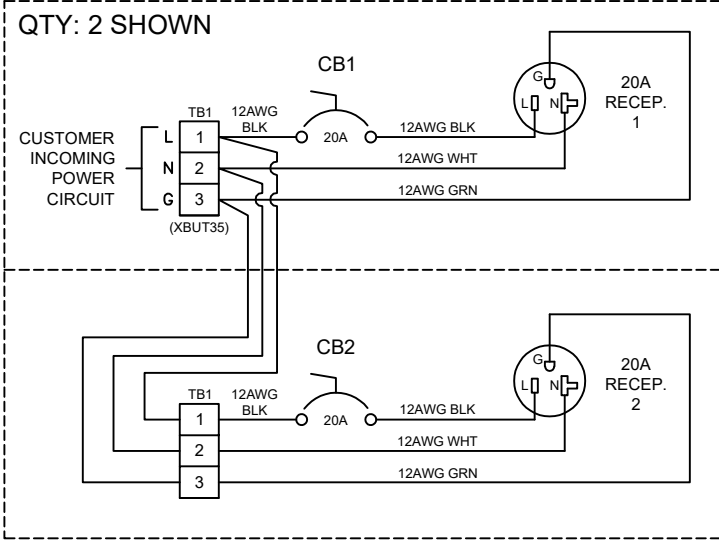
A



3

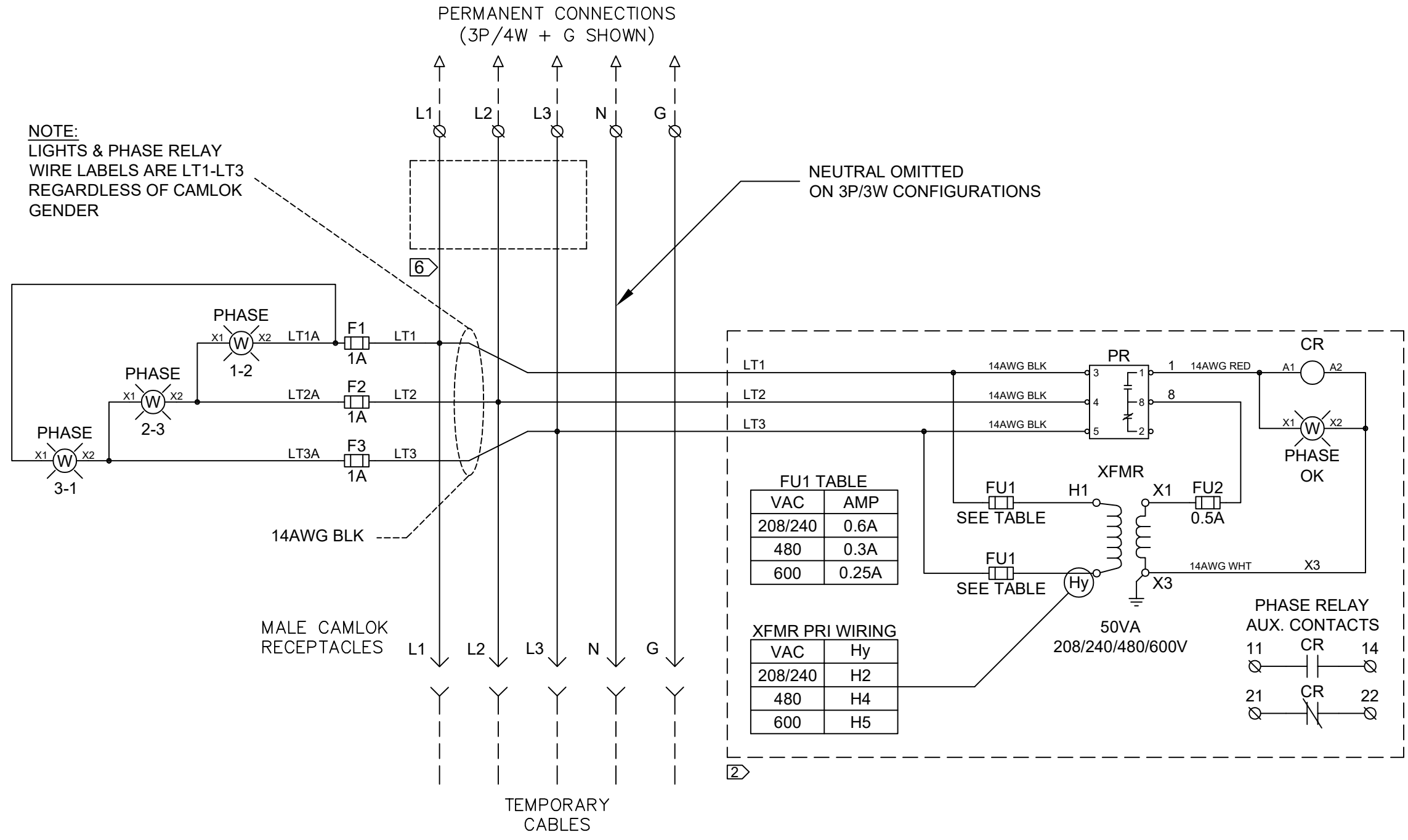


4



5


NOTE:
LIGHTS & PHASE RELAY
WIRE LABELS ARE LT1-LT3
REGARDLESS OF CAMLOK
GENDER



AMP	CAMLOK QTY
400	1
800	2
1200	3
1600	4
2000	5
2400	6
2800	7
3200	8
3600	9
4000	10

OPTIONS LIST:

- 1
- 2
- 3
- 4
- 5
- 6
- INTENTIONALLY LEFT BLANK
- PHASE REVERSAL MONITOR RELAY
- GENERATOR 2-WIRE START RECEPTACLE
- 30A BLOCK HEATER RECEPTACLE (1 OR 2)
- 20A (120V) BATTERY CHARGE RECEPTACLE OR GFCI (1 OR 2)
- TRUMETER REFER TO ELEC. DRAWING: ES11TRUMETER

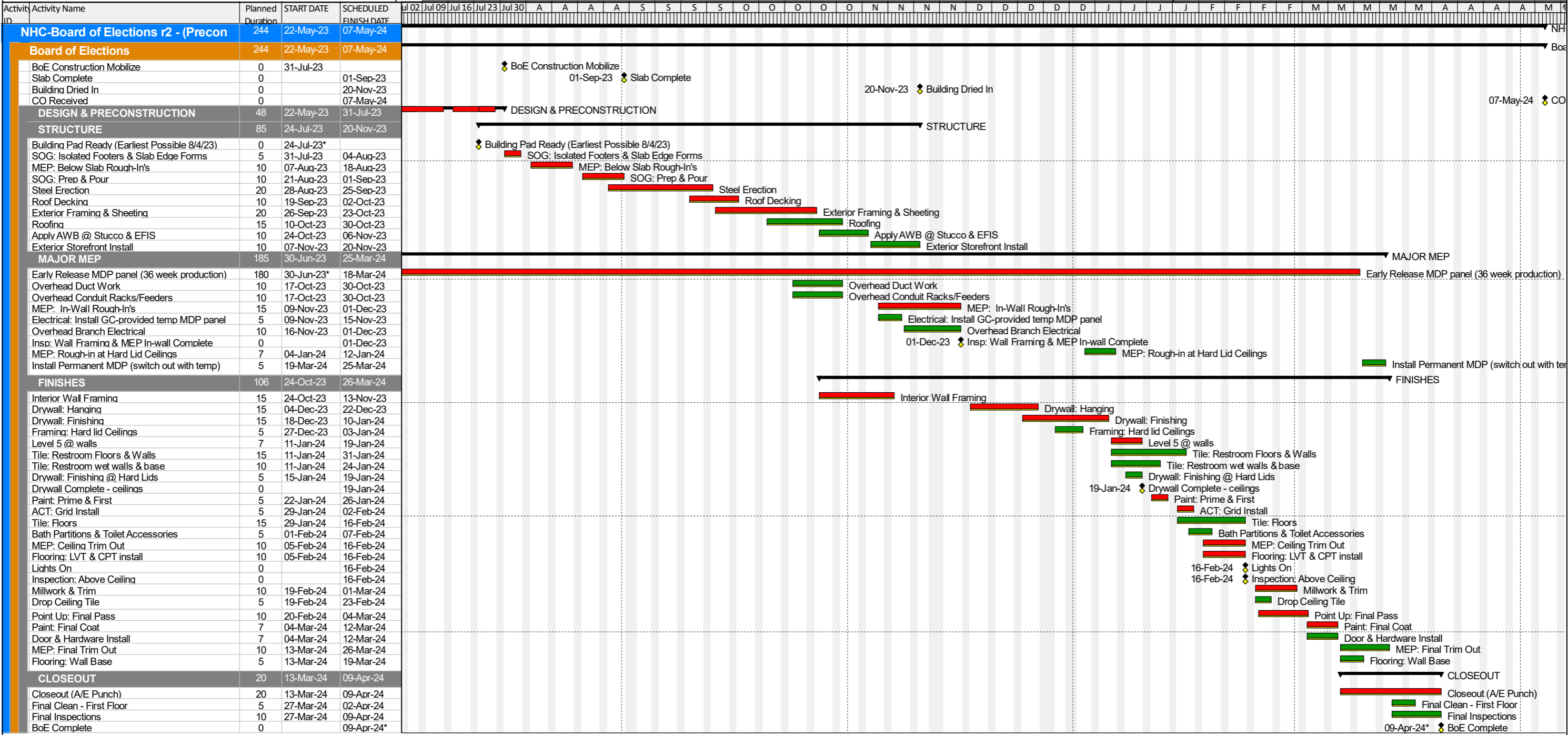
 9900 TWIN LAKES PARKWAY CHARLOTTE, NC 28269 704-596-5617 PSICONTROLSOLUTIONS.COM		THIRD ANGLE PROJECTION		APPROVAL SIGNATURE		DATE
DIMENSIONS APPLY BEFORE SURFACE TREATMENT		DRAWN:	JAH	DESCRIPTION		
TOLERANCES UNLESS OTHERWISE SPECIFIED		CHECKED:	JLC			
0.xxx	±0.010	SCALE:	NTS	GENERATOR TAP BOX W/ MALE CAMLOKS & OPTIONS		
0.xx	±0.06	MATERIAL:				
0.x	±0.1	FINISH:		DRAWING NUMBER		
x	±0.25	SCHEMATIC:		ES11GTB5M-G		
x.x*	1*	LAYOUT:		DRAWING TYPE		
		CUSTOMER:		SCHEMATIC		
		JOB #:				
					REV	
					G	
					B	
					1 OF 1	



Thomas

BOARD OF ELECTIONS
PRE-CONSTRUCTION SCHEDULE

08-Jun-23





PROJECT NAME: NHC BOARD OF ELECTIONS
PROPOSAL #: P22-1268

DRAWING SET DATE: April 3, 2023

RFI NUMBER	RFI DATE	DIVISION	DRAWING REFERENCE	QUESTION	RESPONSE	RESPONSE DATE
1	5/25/2023	07 EIFS	A-001	The wall system W01 reads 7.5 insulation. 1 1/2" EIFS does not yield 7.5. Does the architect want 2" EIFS? It yields 7.7.	EIFS needs to meet R7.5 (discard the 1 1/2" thickness note.	6/7/2023
2	5/25/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#16 There are no primary conduits shown on drawings. Where do they need to terminate? No concrete is shown in the duct banks on the drawings, is this required? If so, is there a detail?	Exclude concrete duct banks.	6/2/2023
3	5/25/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#19 There is no UPS System shown on the drawings. Is this required? If so, where is it to be located?	No UPS System shown or anticipated.	6/2/2023
4	5/25/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#20 & #21 States that no exposed conduit will be permitted. This is impossible if panels are surface mounted?	Means and Methods - exposed EMT for a surface mounted Panel and a Utility/Electrical Room is to be expected.	6/2/2023
5	5/25/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#23 Fire Pump connections not shown on the drawings, is this required? If so, please provide electrical requirements.	The fire protection system design does not include a fire pump. We have shown a fire department connection located on the plan west face of the building that will serve the building fire protection system.	6/8/2023
6	5/5/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#27 Mentions site lighting, there are none shown on the drawings. Mentions bollards and Landscape lighting, including LV Lights. There is no information or anything shown on the drawings for these. Is this required? If so, please provide information and locations to be provided.	No site lighting required under BOE. None fed from BoE panels. Landscape Allowance will include any LV site lighting, though none anticipated.	6/2/2023
7	5/5/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#28 Mentions Site Lighting Pole Bases. There are none shown on the drawings. Is this required? If so, do you have any information on locations to be provided.	None required	6/2/2023
8	5/5/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#30 It is assumed this is referring to just the generator docking station and not an actual Generator?	Correct. No generator shown on plans	6/2/2023
9	5/25/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#31 There are no Manual or Automatic transfer switched called for in the drawings. Are they required? If so, please provide details/information.	There are no manual or automatic transfer switches included in the design. The panel schedule for MDP calls for a kirk key interlock between the Main and GDS breakers. The breakers act as the means for switching and the kirk key interlock prevents the paralleling of the two power sources.	6/8/2023
10	5/25/2023	26 Fire Alarm	Bid Package 26A Electrical/Fire Alarm/Comm	#15 There are no CO detectors shown on the drawings? If required, where are they located?	CO detectors are not required, as there is no equipment that will discharge CO.	6/7/2023
11	5/25/2023	26 Fire Alarm	Bid Package 26A Electrical/Fire Alarm/Comm	#17 & #19 There are no Fire Alarm cable trays or ladder racks shown on the drawings? If required, where are they located?	Fire Alarm cabling pathways shall be shown on the contractors drawings. Fire Alarm cabling in exposed areas will be run in EMT - exposed EMT must be painted red. Fire Alarm cabling running above ceilings is permitted to run in J-hooks separate from other trades.	6/7/2023
12	5/25/2023	01 General	Project Manual - To All Bid Packages	#29 Mentions participation in composite clean up crew. What are the requirements for this? How many people, how many hours, etc.?	See sample subcontract issued in addenda (future)	6/2/2023
13	5/25/2023	26 Electrical	Bid Package 26A Electrical/Fire Alarm/Comm	#11 What do you need temp wise for TCG Trailer? Where will it be located? #13 - What will the other Trades require besides general purpose 20A receptacles and lights?	Exclude Temp Trailer connections - none anticipated.	6/2/2023

RFI NUMBER	RFI DATE	DIVISION	DRAWING REFERENCE	QUESTION	RESPONSE	RESPONSE DATE
14	5/30/2023	26 Fire Alarm	Bid Package 26A Electrical/Fire Alarm/Comm	What is the existing Fire Alarm system in the building?	None assumed to be present. IF able to reuse existing it will be explored as a post-bid deduct. Storage space under existing roof area to be re-fed from new BoE FA system.	6/2/2023
15	5/30/2023	26 Fire Alarm	Bid Package 26A Electrical/Fire Alarm/Comm	It appears from the Specs that this is an EMT job with only MC Cable Flex Whips. Is this correct?	Correct.	6/2/2023
16	5/30/2023	26 Fire Alarm	Bid Package 26A Electrical/Fire Alarm/Comm	Is the BDA to be an initial survey only or is a complete BDA System to be quoted/provided?	Provide initial survey in bid. We will exclude BDA	6/2/2023
17	5/31/2023	23 HVAC		Substitution Requests Attached 2980_001 & 2982_001	Please see the attached RFI Response from Newcomb & Boyd for RFI #17	6/8/2023
18	6/2/2023	08 Glazing	A-551, A512, A501	The bid manual only lists a spec section for storefronts, yet there are several details that show curtain wall. Please advise if curtain wall framing at certain locations is the basis of design or if all openings should reference the details on A-611 that show section cuts of storefront framing. Will need clarification on what openings are curtain wall verse storefront.	There are no locations with curtain wall; everything is storefront and are correct with details A-611.	6/7/2023
19	6/2/2023	08 Glazing	Mirrors	Please clarify what Bid Package will be responsible for restroom mirrors?	DIV 10 Specialties/Toilet Accessories	6/2/2023
20	6/2/2023	08 Glazing	Storefront Doors	Please clarify who will be responsible for furnishing and installing any auto operators at any of the aluminum storefront doors.	08A Contractor to furnish and install all auto operators at storefront doors.	6/7/2023
21	6/2/2023	08 Glazing	Bid Package 08F	Bid Package 08F Excludes the supply of the storefront door hardware, but the hardware set #17 listed for the storefront doors only lists a lock cylinder (ref. 087100-7), with all other applicable door hardware by the aluminum door supplier. The storefront specs 084133-8 list generic hardware for single and pairs of storefront doors, so who will be responsible for supplying the remaining door hardware listed for the storefront doors (ref. 084113-8) Bid Package 08F glass and glazing or others?	All hardware to be provided by the hardware sub, including storefront. Bid Package 08A.	6/9/2023
22	6/2/2023	08 Glazing	A611 Detail D4	Calls for a break metal trim at the storefront jamb/eifs interface. Which Bid Package will be responsible for this trim?	Break metal trim is listed in the bid scope for the storefront sub; item #10 in Bid Package 08F.	6/9/2023
23	6/2/2023	23 Controls	Substitution Request	Substitution Requests - Energy Automation Technologies.	Approved.	6/9/2023
ROUND 2 OF PREBID RFIS						
24	6/5/2023	09 Interior Paint	A-801	Sheet A-801 finish legend shows that rooms 115 & 116 should be CPT-2, but the finish floor plan reflects CPT-1. Please clarify which is correct.	Should Be CPT-1	6/7/2023
25	6/5/2023	09 Interior Paint	A-801	Is there a Spec for CONC-1?	No, Conc-1 is just sealed concrete	6/7/2023
26	6/5/2023	10 Signage	A-201	On drawing A-201 it shows that all the exterior signs are provided by Owner except the address numbers, but G-001 says all exterior signage is by others. Please clarify is exterior signage should be included?	Exterior signage to be provided and installed by Contractor per NHC and LS3Ps approval.	6/7/2023
27	6/5/2023	10 Signage		Can you confirm locations that may need glass backers for ADA signs?	Any signs on glass storefront.	6/7/2023

RFI NUMBER	RFI DATE	DIVISION	DRAWING REFERENCE	QUESTION	RESPONSE	RESPONSE DATE
28	6/5/2023	05 Steel		Can the AISC certification be waived? A cost to include a licensed structural engineer or a third-party inspector to perform a shop inspection and oversee quality control procedures during fabrication would be a part of steel proposal.	The AISC shop certification can be waived provided the third-party (SI) inspections are completed as proposed.	6/8/2023
29	6/6/2023	09 Finishes	A-410	Detail E2 on A-410 calls for an ACR-1 finish on the receptionist desk, but the material is not listed anywhere. Can you confirm what this material is?	ACR-1 is to match NHC Govt. Center. 3Form Meridian 4'x8' panels - pattern runs horizontal. Reference NHC Govt Center Project Sheet A-700, Spec Section 064116-4, Submittal for final color selection. See Attached	6/7/2023
30	6/8/2023	26 Electrical	E-101	Panel P2 is shown to be in the Electrical Room 122 with the other panels per Detail 2 on page E-101. It is also shown to be in a corridor on the Electrical Riser Diagram from page E-500. Can you confirm the panel will be located in the Electrical Room 122?	Panel P2 is located in Electrical Room 122 at the location shown on sheet E-101.	6/8/2023
31	6/8/2023	22 Plumbing		Spec calls for hub & casket cast iron for underground piping. Is this required or and an alternate be provided?	Please price per plans and provide a VE for Sch. 40	6/8/2023
32						
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RFI Transmittal

LS3P | 101 N. Third Street Suite 500 Wilmington NC 28401 United States

PROJECT: NHC Government Center - Board of Elections
7702-190810-2

DATE SENT: 6/3/2023

RETURN BY: 6/8/2023

SUBJECT: Substitution Requests Attached
2980_001 & 2982_001

RFI ID: 00017

TYPE: RFI

TRANSMITTAL ID: 00006

PURPOSE: To Answer

VIA: Email

QUESTION: Substitution Requests Attached 2980_001 & 2982_001

SUGGESTION:

FROM

NAME	COMPANY	EMAIL	PHONE
Iván Martínez	LS3P	ivanmartinez@ls3p.com	910-397-3649

TO

NAME	COMPANY	EMAIL	PHONE
Zach Pakulniewicz	Newcomb & Boyd	ZPakulniewicz@Newcomb- b-boyd.com	
Ben Smith	Newcomb & Boyd	bsmith@newcomb- boyd.com	919.521.5488

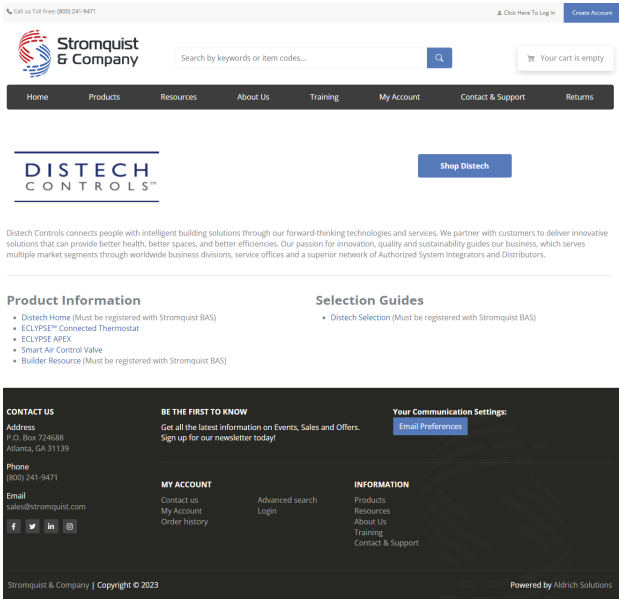
DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER
1	6/3/2023	2982_001.pdf	
1	6/3/2023	2980_001.pdf	

COPIES:

Laura Miller (LS3P)
Levi Worthington (LS3P)

N&B Response: First, we would like to address the statement from Brady Trane that states the Distech Controllers specified are proprietary to one controls contractor. This is not a true statement, the Distech Controls line is available through a local distributor, Stromquist & Company and supported by multiple contractors. Please see the attached reference from the Stromquist website. Distech Controllers integrate well with the Tridium Niagara supervisory software the New Hanover Board of Education already uses. Bradey Trane could use the Distech Controls if they wanted to, all they need to do is register with Stromquist to take the mandatory training Distech requires, like Tridium and other manufacturers. Trane is a proprietary solution that can only be supported by a Trane branch office, like Honeywell HBS and JCI Metasys. Our goal for specifying an open architecture and controller distribution methodology was to allow for multiple contractors to bid this project and set up the New Hanover Board of Education for a successful implementation including future proofing their controls environment.



Regarding the VAV controls installed at the factory, we recommend asking Trane what VAV controllers they are specifying to see if it aligns with the BACnet specification for integration. If it is BACnet MSTP than it can be integrated into a Tridium JACE or a Distech Eclipse BACnet IP controller with a BACnet MSTP serial communication card.

LS3P

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NHC Government Center 7702-190810

**NEW HANOVER COUNTY
GOVERNMENT CENTER**
230 GOVERNMENT CENTER DRIVE
WILMINGTON, NC 28403

LSP PROJECT: 7702-190810

Δ	DATE	DESCRIPTION
0	2021.01.29	PERMIT / IFC
1	2021.03.26	DOI COMMENTS
2	2021.03.26	OWNER REQUESTED CHANGES- CO #001

SHEET NAME:
MATERIAL FINISHES

ORIG SUBMISSION: 2021.01.29
CURRENT: 2021.03.26
OWNER REQUESTED CHANGES-
CO #001

SHEET: **A-700**

PERMIT / IFC

D

C

B

A

3/25/2021 2:15:32 PM

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SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad architectural cabinets and wall mounted shelves.
2. Acrylic resin 3D panels.
3. Cabinet hardware and accessories.
4. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

1.2 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.
- B. Hardware Coordination: Distribute copies of approved hardware schedule specified in Section 087100 "Door Hardware" to manufacturer of architectural cabinets; coordinate Shop Drawings and fabrication with hardware requirements.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Shop Drawings:
 1. Include plans, elevations, sections, and attachment details.
 2. Show large-scale details.
 3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.
- C. Samples: For each exposed product and for each color and texture specified, in manufacturer's or manufacturer's standard size.
- D. Samples for Initial Selection: For each type of exposed finish.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Product Certificates: For each type of product.

- C. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.
- D. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 - 1. Manufacturer's Certification: Licensed participant in AWI's Quality Certification Program.
- B. Installer Qualifications: Manufacturer of products.
- C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockups of typical architectural cabinets as shown on Drawings.
 - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.8 FIELD CONDITIONS

- A. Environmental Limitations without Humidity Control: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL CABINET MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cabinets by Design, Duluth, GA
 - 2. Cleora Sterling
 - 3. LSI Corporation
 - 4. Pridgen Millwork

5. Stephenson Millwork
6. Stevens Industries, Inc.

2.2 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Architectural Woodwork Standards Grade: Custom.
- C. Type of Construction: Frameless.
- D. Door and Drawer-Front Style: Flush overlay.
- E. High-Pressure Decorative Laminate (**PLM-2, PLM-5, PLM-6**): NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
 1. Basis of Design: Subject to compliance with requirements, provide basis of design indicated on Material Finishes Legend or comparable products by one of the following:
 - a. Formica Corporation
 - b. Nevamar
 - c. Wilsonart
 2. Colors, Patterns, and Finishes: As indicated on Material Finishes Legend.
- F. Laminate Cladding for Exposed Surfaces:
 1. Horizontal Surfaces: Grade HGS.
 2. Postformed Surfaces: Grade HGP.
 3. Vertical Surfaces: Grade VGS.
 4. Edges: Grade HGS or Grade VGS.
 5. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.
- G. Materials for Semiexposed Surfaces:
 1. Surfaces Other Than Drawer Bodies: Thermally fused laminate panels.
 - a. Edges of Plastic-Laminate Shelves: PVC tape, 0.018-inch minimum thickness, matching laminate in color, pattern, and finish.
 - b. Edges of Thermally Fused Laminate Panel Shelves: PVC or polyester edge banding.
 - c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.
 2. Drawer Sides and Backs: Thermally fused laminate panels with PVC or polyester edge banding.
 3. Drawer Bottoms: Hardwood plywood.
- H. Dust Panels: 1/4-inch plywood or tempered hardboard above compartments and drawers unless located directly under tops.
- I. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.
- J. Cabinet Construction: As required by referenced quality standard, but not less than the following:

1. Bottoms and Ends of Cabinets, and Tops of Wall Cabinets and Tall Cabinets: 3/4-inch particleboard, plastic-laminate faced on exposed surfaces, thermoset decorative panels on semiexposed surfaces.
2. Cabinet Joinery: Fixed body members shall be joined using dowels and assembled using glue and pressure.
3. Shelves: 3/4-inch thick particleboard, plastic-laminate faced or thermoset decorative panels.
4. Backs of Cabinets: 1/2-inch particleboard, plastic-laminate faced on exposed surfaces, thermoset decorative panels on semiexposed surfaces.
5. Drawer Fronts: 3/4-inch particleboard, plastic-laminate faced.
6. Drawer Sides and Backs: 1/2-inch particleboard or MDF, plastic-laminate faced, with glued dovetail or multiple-dowel joints.
7. Drawer Bottoms: 1/2-inch particleboard or MDF, plastic-laminate faced, glued and dadoed into front, back, and sides of drawers.
8. Doors: 3/4-inch particleboard or MDF, plastic-laminate faced.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 2. Particleboard (Medium Density): ANSI A208.1, Grade M-2 or Grade M-2-Exterior Glue.
 3. Softwood Plywood: DOC PS 1, medium-density overlay.
 4. Thermally Fused Laminate (TFL) Panels: Particleboard or MDF finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.4 ACRYLIC RESIN PANELS

- A. Acrylic Resin Panels (**ACR-1**): 3D sculpted acrylic resin panel trimmed with metal edge.
 1. Products: Subject to compliance with requirements, provide one of the following products:
 - a. 3Form; Meridian (Basis of Design).
 - b. Modular Arts Inc.
 - c. Soelberg; Mare
 2. Color: As indicated on Material Finishes Legend.
 3. Metal Edge:
 - a. Material: Aluminum.
 - b. Finish: Clear anodized, Class II.
 4. Installation:
 - a. Install resin panels horizontally.
 - b. Double-Sided Tape: Install resin panels with 3M VHB double-sided tape, or a manufacturer approved double-sided tape. Align panels prior to curing of tape.

2.5 FIRE-RETARDANT-TREATED MATERIALS

- A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products in accordance with test method indicated by a qualified testing agency.
1. Use treated materials that comply with requirements of referenced quality standard. Do not use materials that are warped, discolored, or otherwise defective.
 2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
 3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.
- B. Fire-Retardant-Treated Lumber and Plywood: Products with a flame-spread index of 25 or less when tested according to ASTM E84, with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
1. Kiln-dry lumber and plywood after treatment to a maximum moisture content of 19 and 15 percent, respectively.
 2. For items indicated to receive a stained or natural finish, use organic resin chemical formulation.
 3. Mill lumber after treatment within limits set for wood removal that do not affect listed fire-test-response characteristics, using a woodworking shop certified by testing and inspecting agency.
 4. Mill lumber before treatment and implement procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of architectural cabinets.
- C. Fire-Retardant Particleboard: Made from softwood particles and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 25 or less in accordance with ASTM E84.
1. For panels 3/4 inch thick and less, comply with ANSI A208.1 for Grade M-2 except for the following minimum properties: modulus of rupture, 1600 psi; modulus of elasticity, 300,000 psi; internal bond, 80 psi; and screw-holding capacity on face and edge, 250 and 225 lbf, respectively.
 2. For panels 13/16 to 1-1/4 inches thick, comply with ANSI A208.1 for Grade M-1 except for the following minimum properties: modulus of rupture, 1300 psi; modulus of elasticity, 250,000 psi; linear expansion, 0.50 percent; and screw-holding capacity on face and edge, 250 and 175 lbf, respectively.
- D. Fire-Retardant Fiberboard: MDF panels complying with ANSI A208.2, made from softwood fibers, synthetic resins, and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 200 or less in accordance with ASTM E84.

2.6 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087100 "Door Hardware."
- B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 100 degrees of opening, soft-closing.
- C. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.

- D. Shelf Rests: ANSI/BHMA A156.9, B04013; metal.
- E. Wall Mounted Shelf Brackets: Heavy duty workstation brackets. Under-counter support frames, legs and miscellaneous metal parts shall be aluminum or steel, welded, degreased, cleaned, treated and powder-coated.
- F. Drawer Slides: ANSI/BHMA A156.9.
 - 1. Heavy-Duty (Grade 1HD-100 and Grade 1HD-200): Undermount.
 - a. Type: Full extension.
 - b. Material: Stainless steel slides.
 - c. Motion Feature: Soft close dampener.
 - 2. Pencil drawers not more than 3 inches high and not more than 24 inches wide, provide 50 lb load capacity.
 - 3. General-purpose drawers more than 3 inches high, but not more than 6 inches high and not more than 24 inches wide, provide 100 lb load capacity.
 - 4. File drawers more than 6 inches high or more than 24 inches wide, provide 100 lb load capacity.
 - 5. Computer keyboard tray, provide 75 lb load capacity.
- G. Door Locks: ANSI/BHMA A156.11, E07121.
- H. Drawer Locks: ANSI/BHMA A156.11, E07041.
- I. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.
- J. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
 - 1. Satin Stainless Steel: ANSI/BHMA 630.
- K. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.7 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
 - 1. Provide fire-retardant-treated softwood lumber where required.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Manufacturer's standard.

2.8 FABRICATION

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
 2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
 2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

