

# PROJECT MANUAL

FOR

## Telecommunications Building - Roof Replacement

1200 MURCHISON ROAD  
FAYETTEVILLE, NC 28301

FOR

## FAYETTEVILLE STATE UNIVERSITY

DESIGNED BY

F&A PROJ. NO. 24-24

SCO ID NO. 24-27566-01A

April 28, 2026



FLEMING  
& ASSOCIATES, PA

1004 HAY STREET  
FAYETTEVILLE, NC 28305  
TEL 910-433-2825  
FAX 910-433-2604

NC LICENSE NO. C-2828



CONSTRUCTION SET

## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received until 2:00p.m. on May 27, 2026 at 1073 Murchison Rd. Fayetteville, NC 28303 at the Fayetteville-Cumberland Regional Entrepreneur Business HUB, for the Telecommunications Building - Roof Replacement, at which time and place bids will be opened and read.

An open, mandatory pre-bid meeting will be held for all interested bidders at 10:00a.m. on May 13, 2026 at 1073 Murchison Rd. Fayetteville, NC 28301 at the Fayetteville-Cumberland Regional Entrepreneur Business HUB.

Electronic copies of complete plans and specifications for this project can be obtained from Fleming & Associates, PA, 1004 Hay Street, Fayetteville, NC 28305 during normal office hours. Email Bryan Fleming at [bfleming@flemingandassociates.com](mailto:bfleming@flemingandassociates.com) to request an electronic copy.

Fayetteville State University reserves the unqualified right to reject any and all proposals.

Signed:

Harold Miller

Fayetteville State University

1200 Murchison Rd.

Fayetteville, NC 28301

(910) 672-1952

## DOCUMENT 03 – NOTICE TO BIDDERS

Sealed proposals will be received by Fayetteville State University, Attn: Harold Miller, at 1073 Murchison Rd. Fayetteville, NC 28301 at the Fayetteville-Cumberland Regional Entrepreneur & Business HUB until 2:00p.m. on May 27, 2026. Sealed proposals will be immediately publicly opened and read at 1073 Murchison Rd. Fayetteville, NC 28301 at the Fayetteville-Cumberland Regional Entrepreneur & Business HUB for the furnishing of labor, material and equipment entering into the construction of:

### Telecommunications Building - Roof Replacement

Scope of work includes removal and replacement of slate shingles and modified bitumen roofs totaling approximately 10,646 square feet. New roof to be asphalt shingles and pvc membrane.

Bids will be received for single prime. All proposals shall be lump sum.

### **Pre-Bid Meeting**

An open, mandatory pre-bid meeting will be held for all interested bidders at 10:00a.m. on May 13, 2026 at 1073 Murchison Rd. Fayetteville, NC 28301 at the Fayetteville-Cumberland Regional Entrepreneur & Business HUB. The meeting will address project specific questions, issues, bidding procedures and bid forms.

Complete plans, specifications and contract documents will be open for inspection in the offices of Mr. Harold Miller at Fayetteville State University; and Fleming & Associates, PA, and in the plan rooms of the Associated General Contractors, Carolinas Branch; in the local North Carolina offices of McGraw-Hill Dodge Corporation; in the Eastern Regional Office of Reed Construction Data in Norcross, G; and in the Minority Plan Rooms of Hispanic Contractors Association of the Carolinas (HCAC) in Winston-Salem, Charlotte and Raleigh Areas – 877-227-1680; or may be obtained from Fleming & Associates, PA electronically at no charge.

**NOTE:** The bidder shall include with the bid proposal the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid.

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for Building or S(Roofing).

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

The owner reserves the right to reject any or all bids and to waive informalities.

Designer:  
Fleming & Associates, PA  
1004 Hay Street, Fayetteville, NC 28305  
(910) 433-2825

Owner:  
Fayetteville State University  
1200 Murchison Rd. Fayetteville, NC 28301  
(910) 672-1952

END OF SECTION 001113

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**INSTRUCTIONS TO BIDDERS  
AND  
GENERAL CONDITIONS OF THE CONTRACT**

**STANDARD FORM FOR CONSTRUCTION PROJECTS**

**STATE CONSTRUCTION OFFICE  
NORTH CAROLINA  
DEPARTMENT OF ADMINISTRATION**

**Form OC-15**

**This document is intended for use on State capital construction projects and shall not be used on any project that is not reviewed and approved by the State Construction Office. Extensive modification to the General Conditions by means of “Supplementary General Conditions” is strongly discouraged. State agencies and institutions may include special requirements in “Division 1 – General Requirements” of the specifications, where they do not conflict with the General Conditions.**

**Twenty Fourth Edition, Revision 2 - September 2025:  
Articles: 2.c, 20.a, 32.d, 33.c, 34, 52.b - h**

## **INSTRUCTIONS TO BIDDERS**

**For a proposal to be considered it must be in accordance with the following instructions:**

### **1. PROPOSALS**

Proposals must be made in strict accordance with the Form of Proposal provided therefor, and all blank spaces for bids, alternates, and unit prices applicable to bidder's work shall be properly filled in. When requested alternates are not bid, the proposer shall so indicate by the words "No Bid". Any blanks shall also be interpreted as "No Bid". The bidder agrees that bid on Form of Proposal detached from specifications will be considered and will have the same force and effect as if attached thereto. Photocopied or faxed proposals will not be considered. Numbers shall be stated both in writing and in figures for the base bids and alternates. If figures and writing differ, the written number will supersede the figures.

Any modifications to the Form of Proposal (including alternates and/or unit prices) will disqualify the bid and may cause the bid to be rejected.

The bidder shall fill in the Form of Proposal as follows:

- a. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed on the part of a corporation, they shall be executed by either the president or the vice president and the title of the office of such persons shall appear after their signatures.
- d. If the proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable.

Proposals should be addressed as indicated in the Advertisement for Bids and be delivered, enclosed in an opaque sealed envelope, marked "Proposal" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders should clearly mark on the outside of the bid envelope which contract(s) they are bidding.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

For projects bid in the single-prime alternative, the names and license numbers of major subcontractors shall be listed on the proposal form.

It shall be the specific responsibility of the bidder to deliver his bid to the proper official at the selected place and prior to the announced time for the opening of bids. Later delivery of a bid for any reason, including delivery by any delivery service, shall disqualify the bid.

Unit prices quoted in the proposal shall include overhead and profit and shall be the full compensation for the contractor's cost involved in the work. See General Conditions, Article 19c-1.

## **2. EXAMINATION OF CONDITIONS**

It is understood and mutually agreed that by submitting a bid the bidder acknowledges that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the contract, and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the plans, drawings, specifications and other contract documents for the construction of the work and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other contractors performing work on the site.

Reference is made to contract documents for the identification of those surveys and investigation reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the designer in preparing the documents. The owner will make copies of all such surveys and reports available to the bidder upon request.

Each bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the owner. Any reasonable request for access to the site will be honored by the owner.

## **3. BULLETINS AND ADDENDA**

Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. It shall be the bidder's responsibility to ascertain prior to bid time the addenda issued and to see that his bid includes any changes thereby required.

Should the bidder find discrepancies in, or omission from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the designer who will send written instructions in the form of addenda to all bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the owner nor the designer will be responsible for any oral instructions.

All addenda should be acknowledged by the bidder(s) on the Form of Proposal. However, even if not acknowledged, by submitting a bid, the bidder has certified that he has reviewed all issued addenda and has included all costs associated within his bid.

## **4. BID SECURITY**

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a bid bond in an amount equal to not less than five percent (5%) of the proposal, said deposit to be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law (G.S. 143-129).

Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to

the obligee upon said bond if the bidder fails to execute the contract. The owner may retain bid securities of any bidder(s) who may have a reasonable chance of award of contract for the full duration of time stated in the Notice to Bidders. Other bid securities may be released sooner, at the discretion of the owner. All bid securities (cash or certified checks) shall be returned to the bidders promptly after award of contracts, and no later than seven (7) days after expiration of the holding period stated in the Notice to Bidders. Standard Form of Bid Bond is included in these specifications and shall be used.

## **5. RECEIPT OF BIDS**

Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to the closing of the bid, the bidder will be permitted to change or withdraw his bid. Guidelines for opening of public construction bids are available from the State Construction Office.

## **6. OPENING OF BIDS**

Upon opening, all bids shall be read aloud. Once bidding is closed, there shall not be any withdrawal of bids by any bidder and no bids may be returned by the designer to any bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of thirty days unless otherwise specified. Should the successful bidder default and fail to execute a contract, the contract may be awarded to the next lowest and responsible bidder. The owner reserves the unqualified right to reject any and all bids. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the Form of Proposal furnished to the bidder is not used or is altered.
- b. If the bidder fails to insert a price for all bid items, alternates, and unit prices requested.
- c. If the bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- e. If the bidder fails to complete the proposal form where information is requested so the bid may be properly evaluated by the owner.
- f. If the unit prices contained in the bid schedule are unacceptable to the owner and the State Construction Office.
- g. If the bidder fails to comply with other instructions stated herein.

## **7. BID EVALUATION**

The award of the contract will be made to the lowest responsible bidder as soon as practical. The owner may award on the basis of the base bid and any alternates the owner chooses.

Before awarding a contract, the owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following data:

- a. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the owner.
- b. A listing of completed projects of similar size.
- c. Permanent name and address of place of business.

- d. The number of regular employees of the organization and length of time the organization has been in business under present name.
- e. The name and home office address of the surety proposed and the name and address of the responsible local claim agent.
- f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.
- g. If prequalified, contractor info will be reviewed and evaluated comparatively to submitted prequalification package.

Failure or refusal to furnish any of the above information, if requested, shall constitute a basis for disqualification of any bidder.

In determining the lowest responsible, responsive bidder, the owner shall take into consideration the bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the bidder on construction contracts for the State with particular concern given to completion times, quality of work, cooperation with other contractors, and cooperation with the designer and owner. Failure of the low bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) shall constitute a basis for disqualification of the bid.

Should the owner adjudge that the apparent low bidder is not the lowest responsible, responsive bidder by virtue of the above information, said apparent low bidder will be so notified and his bid security shall be returned to him.

## **8. PERFORMANCE BOND**

The successful bidder, upon award of contract, shall furnish a performance bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## **9. PAYMENT BOND**

The successful bidder, upon award of contract, shall furnish a payment bond in an amount equal to 100 percent of the contract price. See Article 35, General Conditions.

## **10. PAYMENTS**

Payments to the successful bidders (contractors) will be made on the basis of monthly estimates. See Article 31, General Conditions.

## **11. PRE-BID CONFERENCE**

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective bidders and their subcontractors or material suppliers related to the intent of bid documents. Attendance by prospective bidders shall be as required by the "Notice to Bidders".

## **12. SUBSTITUTIONS**

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the bidders to those specified herein can only be considered during the bidding phase until ten (10) days prior to the receipt of bids when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Proposed substitutions submitted after this time will be considered only as potential change order.

Submittals for proposed substitutions shall include the following information:

- a. Name, address, and telephone number of manufacturer and supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.
- e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all bidders of record will be notified by Addendum.

## GENERAL CONDITIONS OF THE CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the State of North Carolina, and is distributed by, through and at the discretion of the State Construction Office, Raleigh, North Carolina, for that distinct and sole purpose.

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## ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the Notice to Bidders; Instructions to Bidders; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the proposal; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate of the Office of State Budget and Management. All of these items together form the contract.
- b. The **owner** is the State of North Carolina through the agency named in the contract.
- c. The **designer(s)** are those referred to within this contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- d. The **contractor**, as referred to hereinafter, shall be deemed to be either of the several contracting parties called the "Party of the First Part" in either of the several contracts in connection with the total project. Where, in special instances hereinafter, a particular contractor is intended, an adjective precedes the word "contractor," as "general," "heating," etc. For the purposes of a single prime contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer multiple prime contractors shall be interpreted to mean the single prime Contractor.
- e. A **subcontractor**, as the term is used herein, shall be understood to be one who has entered into a direct contract with a contractor, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor.
- h. The **project** is the total construction work to be performed under the contract documents by the several contractors.
- i. **Project Expediter**, as used herein, is an entity stated in the contract documents, designated to effectively facilitate scheduling and coordination of work activities. See Article 14(f) for responsibilities of a Project Expediter. **For the purposes of a single prime contract, the single prime contractor shall be designated as the Project Expediter.**
- j. **Change order**, as used herein, shall mean a written order to the contractor subsequent to the signing of the contract authorizing a change in the contract. The change order shall be signed by the contractor, designer and the owner, and approved by the State Construction Office, in that order (Article 19).

- k. **Field Order**, as used herein, shall mean a written approval for the contractor to proceed with the work requested by owner prior to issuance of a formal Change Order. The field order shall be signed by the contractor, designer, owner, and State Construction Office.
- l. **Time of completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- m. **Liquidated damages**, as stated in the contract documents [, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the contractor, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the Contractor (e.g., if a multi-phased project-subsequent phases, delays in start other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the contractor, and which engages to be responsible for the contractor and his acceptable performance of the work.
- o. **Routine written communications between the Designer and the Contractor** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications can not be identified as "request for information".
- p. **Clarification or Request for information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of Designer and owner.
- t. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the Designer and owner.

- u. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- v. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- w. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- x. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner's project requirements and the project design documents.
- y. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.
- z. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.
- aa. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- bb. Final Acceptance is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the designer that all punch lists are completed.

## ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other, and that which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a bid for a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The contractor shall execute each copy of the proposal, contract, performance bond and payment bond as follows:
  - 1. If the documents are executed by a sole owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
  - 2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and the title of the office of such persons shall appear after their signatures.
4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole owner, partnership or corporation, whichever form is applicable to each particular member.
5. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
6. The seal of the bonding company shall be impressed on each signature page of the bonds.
7. The date of performance and payment bond shall not be prior to the date of the contract.

### **ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS**

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The contractor(s) and the designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The designer shall furnish drawings or clarifications in accordance with that schedule. The contractor shall not proceed with the work without such detail drawings and/or written clarifications.

### **ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS**

- a. The designer or Owner shall furnish free of charge to the contractors electronic copies of plans and specifications. If requested by the contractor, paper copies of plans and specifications shall be furnished free of charge as follows:
  1. General contractor - Up to twelve (12) sets of general contractor drawings and specifications, up to six (6) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
  2. Each other contractor - Up to six (6) sets of the appropriate drawings and specifications, up to three (3) sets of which shall include drawings and specifications of all other contracts, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work-in-place that is at variance with the contract documents.
  3. Additional sets shall be furnished at cost, including mailing, to the contractor upon request by the contractor. This cost shall be stated in the bidding documents.

4. For the purposes of a single-prime contract, the contractor shall receive up to 30 sets of drawings and specifications, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the contractor shall clearly and legibly record all work- in-place that is at variance with the contract documents.

#### **ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA**

- a. Within 15 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for submission of all shop drawings, product data, samples, and similar submittals through the Project Expediter to the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.
- b. The Contractor(s) shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner or of separate Contractors.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner and 1 for SCO) for his use. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

#### **ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE**

- a. The contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer, his authorized representative, owner or State Construction Office.
- b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

## **ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings and specifications are instruments of service and remain the property of the owner. The use of these instruments on work other than this contract without permission of the owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the owner upon request after completion of the work.

## **ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES**

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.
- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.

## **ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in

any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The contractor shall protect and save harmless the owner against suit on account of alleged or actual infringement. The contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

## **ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. The contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by the contractor unless otherwise noted.
- d. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The contractor shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.
- e. Projects involving local funding (community colleges) are subject also to county and municipal building codes and inspection by local authorities. The contractor shall pay the cost of these permits and inspections.

## **ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC**

- a. The contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All contractors shall have access to the project at all times.
- b. The contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.

- d. The contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
- f. The contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- g. The contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.
- h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the contractor on account of such action shall be determined as provided for under Article 19(b).
- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

## **ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973**

- a. Any land-disturbing activity performed by the contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring

the project in compliance with said act are promptly taken.

- c. The contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

### **ARTICLE 13 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by the designer, designated official representatives of the owner, State Construction Office and those persons required by state law to test special work for official approval. The contractor shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.
- c. All work shall be inspected by designer, special inspector and/or State Construction Office prior to being covered by the contractor. Contractor shall give a minimum two weeks notice unless otherwise agreed to by all parties. If inspection fails, after the first reinspection all costs associated with additional reinspections shall be borne by the contractor.
- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

## ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. Throughout the progress of the work, each contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.
- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only. Each contractor shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors on the project.
- d. The contractor is required to attend job site progress conferences as called by the designer. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.
- e. The contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities.
  1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of

the initial construction schedule.

2. Maintain a project progress schedule for all contractors.
  3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
  4. Notify the designer of any changes in the project schedule.
  5. Recommend to the owner whether payment to a contractor shall be approved.
- g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM), schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A “work activity”, for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor’s early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:
1. For a project with total contracts of \$500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
  2. For a project with total contracts over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

**Bar Chart Schedule:** Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop drawings and other Submittals for approval, approval of shop drawings by designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

**CPM Schedule:** Where a CPM schedule is required, it shall be in time-scaled precedence format using the Project Expediter's logic and time estimates. The CPM schedule shall be drawn or plotted with activities grouped or zoned by Work area or subcontract as opposed to a random (or scattered) format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail and logic which will schedule all salient features of the work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of final punchlist(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM schedule will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor, but must be allocated in the best interest of completing the Work within the Contract time. Extensions to the Contract time, when granted by Change Order, will be granted only when equitable time adjustment exceeds the Total Float in the activity or path of activities affected by the change. On contracts with a price over \$2,500,000, the CPM schedule shall also show what part of the Contract Price is attributable to each activity on the schedule, the sum of which for all activities shall equal the total Contract Price.

**Early Completion of Project:** The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.
- i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.
- j. The several contractors shall be responsible for their work activities and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed

to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when (1) the contractor's report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Designer, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.

- k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the designer, the State Construction Office and other prime contractors. The designer shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.
- l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the responsibility of the other contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and Designer and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

## **ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS**

- a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 – Definitions.

- b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

#### **ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS**

- a. Within thirty (30) days after award of the contract, the contractor shall submit to the designer, owner and to the State Construction Office a list giving the names and addresses of subcontractors and equipment and material suppliers he proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the designer or owner, the designer or owner shall submit his reasons for disapproval in writing to the State Construction Office for its consideration with a copy to the contractor. If the State Construction Office concurs with the designer's or owner's recommendation, the contractor shall submit a substitute for approval. The designer and owner shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the designer or owner.
- b. The designer will furnish to any subcontractor, upon request, evidence regarding amounts of money paid to the contractor on account of the subcontractor's work.
- c. The contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.
- d. The owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified

#### **ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

The contractor agrees that the terms of these contract documents shall apply equally to each subcontractor as to the contractor, and the contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. The contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.
- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for

payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

## **ARTICLE 18 - DESIGNER'S STATUS**

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.
- d. The designer and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer and owner may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

## **ARTICLE 19 - CHANGES IN THE WORK**

- a. The owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order or written field order from the designer, countersigned by the owner and the state construction office authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of emergency endangering life or property, the contractor may be directed to proceed on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the designer or owner, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
  1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
  2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1<sup>st</sup> tier subs), or their sub-subcontractors (2<sup>nd</sup> tier subs, 3<sup>rd</sup> tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1<sup>st</sup> tier sub; 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, etc contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  1. The actual costs of materials and supplies incorporated or consumed as part of the work;
  2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
  3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of

which shall not exceed thirty percent (30%) of the actual costs of labor;

4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
  5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.
  6. Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall certify the change order by his signature and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order and forward to the State Construction Office for final approval, within seven (7) days of receipt. The State Construction Office shall act on the change order within seven (7) days. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.
- h. At the time of signing a change order, the contractor shall be required to certify as follows:
- "I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, with the approval of the State Construction Office, may require the contractor to perform such work on a time and material basis whereupon the contractor shall proceed and keep accurately on such form as specified by the Designer or owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit per paragraph d. above and "net

cost” and “cost” per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.

## **ARTICLE 20 - CLAIMS FOR EXTRA COST**

- a. Should the contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall be a stand-alone document, shall clearly state that a claim for extra cost is being made, and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.
- b. The contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.
- c. Should a claim for extra compensation that complies with the requirements of (a) above by the contractor and is denied by the designer or owner, and cannot be resolved by a representative of the State Construction Office, the contractor may request a mediation in connection with GS 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the contractor is unable to resolve its claim as a result of mediation, the contractor may pursue the claim in accordance with the provisions of G.S. 143-135.3, or G.S. 143-135.6 where Community Colleges are the owner, and the following:
  1. A contractor who has not completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under Chapter 150B of the General Statutes.
  2. A contractor who has completed a contract with a board for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the director of the State Construction Office of the Department of Administration for the amount the contractor claims is due. The claim shall be submitted within sixty (60) days after the contractor receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.
    - (a) The director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the director and the contractor agree. The contractor may appear before the director, either in person or through counsel, to present facts and arguments in support of his claim. The director may allow, deny or compromise the claim, in whole or in part. The director shall give the contractor a written statement

of the director's decision on the contractor's claim.

- (b) A contractor who is dissatisfied with the director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the director's written statement of the decision.
- (c) As to any portion of a claim that is denied by the director, the contractor may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

## **ARTICLE 21 - MINOR CHANGES IN THE WORK**

The designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the owner and the contractor.

## **ARTICLE 22 - UNCORRECTED FAULTY WORK**

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the owner and the designer, the owner shall be reimbursed by the contractor. A change order will be issued to reflect a reduction in the contract sum.

## **ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME**

- a. The time of completion is stated in the Supplementary General Conditions and in the Form of Construction Contract. The Project Expediter, upon notice of award of contract, shall prepare a construction schedule to complete the project within the time of completion as required by Article 14.
- b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the designer and shall fully complete all work hereunder within the time of completion stated. Time is of the essence and the contractor acknowledges the Owner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, the contractor(s) shall pay the owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof. Should the work be delayed by both the owner and contractor, liquidated damages shall be apportioned to reflect the delays of each party. In the case of concurrent delays, contractor caused delays shall be accounted for before owner and designer caused delays.
- c. In the event of multiple prime contractors, the designer shall be the judge as to the

division of responsibility between the contractor(s), based on the construction schedule, weekly reports and job records, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.

- d. If the contractor is delayed at any time in the progress of his work solely by any act or negligence of the owner, the designer, or by any employee of either; by any separate contractor employed by the owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which the designer and owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- e. Request for extension of time shall be made in writing to the designer, copies to the owner and SCO, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer to the designer, copies to the owner and SCO, of the delay within 20 days of the beginning of the delay and only one claim is necessary.
- f. The contractor shall notify his surety in writing of extension of time granted.
- g. No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

#### **ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY**

- a. The owner may desire to occupy or utilize all or a portion of the project prior to the completion of the project.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office,

in such areas the following will be established:

1. The beginning of guarantees and warranties period for the equipment necessary to support. in the area.
  2. The owner assumes all responsibilities for utility costs for entire building.
  2. Contractor will obtain consent of surety.
  3. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

#### **ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT**

- a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer shall make a Designer final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the Designer final inspection. The designer shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.
- b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer and State Construction Office representative shall make one of the following determinations:
1. That the project is completed and accepted.
  2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
  4. That the project is not complete and another date for a SCO final inspection will be established.
- c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.
- f. The final acceptance date will establish the following:

1. The beginning of guarantees and warranties period.
  2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
  3. That no liquidated damages (if applicable) shall be assessed after this date.
  4. The termination date of utility cost to the contractor.
- g. Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.

#### **ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.
- c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

#### **ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT**

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the owner, nor any provision of the contract, nor any other act or instrument of the owner, nor the designer, shall relieve the contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. Contractor shall correct or make good any defects due thereto and repair any damage resulting there from, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The owner will report any defects as they may appear to the contractor and establish a time limit for completion of corrections by the contractor. The owner will be the judge as to the responsibility for correction of defects.

#### **ARTICLE 28 - OWNER'S RIGHT TO DO WORK**

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor

from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

## **ARTICLE 29 - ANNULMENT OF CONTRACT**

If the contractor fails to begin the work under the contract within the time specified, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the owner may give notice in writing, sent by certified mail, return receipt requested, to the contractor and his surety of such delay, neglect or default, specifying the same, and if the contractor within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

## **ARTICLE 30 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT**

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the contractor, or if the owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the owner and the designer, may suspend operations on the work or terminate the contract.
- b. The owner shall be liable to the contractor for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such

payment. The designer shall be the judge as to the correctness of such payment.

## **ARTICLE 31 - REQUEST FOR PAYMENT**

- a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  1. Total of contract including change orders.
  2. Value of work completed to date.
  3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
  4. Less previous payments.
  5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.
- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer, owner and SCO of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor.

Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at anytime. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).

- e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

## **ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT**

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
  - 1. Claims arising from unsettled liens or claims against the contractor.
  - 2. Faulty work or materials appearing after final payment.
  - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
  - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but are not limited to the following:
  - 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the owner).
  - 2. Transfer of required attic stock material and all keys in an organized manner.
  - 3. Record of Owner's training.
  - 4. Resolution of any final inspection discrepancies.
  - 5. Granting access to Contractor's records, if the State Auditor, the Owner's internal

auditors, or the Joint Legislative Commission on Governmental Operations have made a request for such access pursuant to Article 52.

- e. The contractor shall forward to the designer, the final application for payment along with the following documents:
  - 1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.
  - 2. Affidavit of Release of Liens.
  - 3. Affidavit of contractors of payment to material suppliers and subcontractors. (See Article 36).
  - 4. Consent of Surety to Final Payment.
  - 5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by designer, certificates of compliance issued, and the contractor has complied with the closeout requirements. The designer shall forward the contractor's final application for payment to the owner along with respective certificate(s) of compliance required by law.

### **ARTICLE 33 - PAYMENTS WITHHELD**

- a. The designer with the approval of the State Construction Office may withhold payment for the following reasons:
  - 1. Faulty work not corrected.
  - 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  - 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
  - 1. Claims filed against the contractor or evidence that a claim will be filed.
  - 2. Evidence that subcontractors have not been paid.
- c. The Owner may withhold all or a portion of Contractor's general conditions costs set forth in the approved schedule of values, if Contractor has failed to comply with: (1) a request to access its records by the State Auditor, the Owner's internal auditors, or the Joint Legislative Commission on Governmental Operations pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time.
- d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the contractor without cause will make owner liable for payment

of interest to the contractor in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

## **ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS**

The work under this contract shall not commence until all required insurance and verifying certificates of insurance have been obtained by the Contractor and documentation has been approved in writing by the Owner. A cancellation endorsement shall be provided for all required policies that contains a provision that coverages afforded under the policy will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after giving written notice, has been delivered or mailed to the insured and the Owner, of such alteration or cancellation.

### **a. Worker's Compensation and Employer's Liability**

The contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

### **b. Public Liability and Property Damage**

The contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

### **c. Property Insurance (Builder's Risk/Installation Floater)**

The contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of the contractor to purchase or maintain such insurance, then the contractor shall bear all reasonable costs properly attributable thereto; the contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the contractor.

e. **Other Insurance**

The contractor shall obtain such additional insurance as may be required by the owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. **Proof of Carriage**

The contractor shall furnish the owner with satisfactory proof of carriage of the insurance required before written approval is granted by the owner.

**ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND**

- a. Each contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

**ARTICLE 36 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the contractor on account of the contract shall not become due until the contractor has furnished to the owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the contractor in connection with this contract. In the event that the contractor cannot obtain similar affidavits from subcontractors to protect the contractor and the owner from possible liens or claims against the subcontractor, the contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the contractor's) knowledge, and if any appear afterward, the contractor shall save the owner harmless.

**ARTICLE 37 - ASSIGNMENTS**

The contractor shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the contractor under the contract may be assigned.

**ARTICLE 38 - USE OF PREMISES**

- a. The contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the

designer and owner and shall not exceed those established limits in his operations.

- b. The contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The contractor(s) shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a physician) will be permitted at the job site.

#### **ARTICLE 39 - CUTTING, PATCHING AND DIGGING**

- a. The contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No contractor shall endanger any work of another contractor by cutting, digging or other means. No contractor shall cut or alter the work of any other contractor without the consent of the designer and the affected contractor(s).

#### **ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS**

- a. The contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which maybe necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the contractor's name until work has a final acceptance. The contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of the contractor.
- b. Meters shall be relisted in the owner's name on the day following final acceptance of the Project Expediter's work, and the owner shall pay for services used after that date.
- c. The owner shall be reimbursed for all metered utility charges after the meter is relisted in the owner's name and prior to completion and acceptance of the work of all contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the owner shall be paid by the contractors involved on the basis of assessments by the designer.
- d. Prior to the operation of permanent systems, the Project Expediter will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. All contractors shall have the permanent building systems in sufficient readiness for

furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the contractor(s), the designer and owner. Use of the equipment in this manner shall be subject to the approval of the Designer and owner and shall in no way affect the warranty requirements of the contractor(s).

- f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
  - 1. Prior to final acceptance of work by the State Construction Office, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
  - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the owner's acceptance of the work.
  - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
  - 4. It shall be understood that any warranty on equipment presented to the owner shall extend from the day of final acceptance by the owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
  - 5. The electrical contractor shall have all lamps in proper working condition at the time of final project acceptance.
- i. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
- j. The Project Expediter shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the

use of a resident inspector, should the designer so direct.

- k. On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.
- l. The Project Expediter will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the names of prime contractors on the project, and the name of the designer and consultants. Directional signs may be erected on the owner's property subject to approval of the owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the owner.

#### **ARTICLE 41 - CLEANING UP**

- a. The contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or Project Expediter. The Project Expediter shall provide an on site refuse container(s) for the use of all contractors. Each contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.
- b. The Project Expediter shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the owner, with no cleaning required by the owner.

#### **ARTICLE 42 - GUARANTEE**

- a. The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c. Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

## **ARTICLE 43 - CODES AND STANDARDS**

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

## **ARTICLE 44 - INDEMNIFICATION**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the contractor, the contractor's subcontractor, or the agents of either the contractor or the contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

## **ARTICLE 45 - TAXES**

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per contractor's statements:

Contractors performing contracts for state agencies shall give the state agency for whose project the property was purchased a signed statement containing the information listed in G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor

should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

#### **ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

#### **ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES**

The contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with such disabilities without discrimination based upon their physical or mental disability in all employment practices.

#### **ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)**

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. Contractors are reminded of the requirements of instructions under Instructions to Bidders and General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos*

*Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

#### **ARTICLE 49 - MINORITY BUSINESS PARTICIPATION**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated into and made a part of this contract.

#### **ARTICLE 50 – CONTRACTOR EVALUATION**

The contractor’s overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to bid on future State capital improvement projects. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, *Contractor Evaluation Procedures*, is hereby incorporated and made a part of this contract. The owner may request the contractor’s comments to evaluate the designer.

#### **ARTICLE 51 – GIFTS**

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner’s employees, Owner’s project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other State employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

#### **ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS**

- a. In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor’s officers, employees, agents and/or other persons in control of and/or responsible for the Contractor’s records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner’s internal auditors shall also have the right to access and copy the Contractor’s records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor’s requests for payment, requests for change orders, change orders, claims for extra work, requests for time

extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, passthrough claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

- b. The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
  1. The State Auditor.
  2. The internal auditors of the affected department, agency or institution.
  3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- c. The Joint Legislative Commission on Governmental Operations has the authority to:
  1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
  2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
  3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
  4. Receive reports as required by law or as requested by the Commission.
  5. Access and review:
    - (a) Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
    - (b) Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.
- d. The Joint Legislative Commission on Governmental Operations has the power to:
  1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
  2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

- e. Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.
- f. Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.
- g. Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.
- h. A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

## ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act (“NCFCA”), N.C Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment it submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA “is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim.” (Section 1-605(b).) A contractor’s liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- 6. A “claim” is “[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded.” (Section 1-606(2).)
- "Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)

- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability. – “Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ...” (Section 1-607(a)(1), (2).)
- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Contractor to the Attorney General’s Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General’s investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

#### **ARTICLE 54 – TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor’s services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## DOCUMENT 06 - SUPPLEMENTARY GENERAL CONDITIONS

### 1.1 GENERAL CONDITIONS OF THE CONTRACT

- A. General Conditions of the Contract for Project consist of the following:
  - 1. State Construction Office Form OC-15, "Instructions to Bidders and General Conditions of the Contract," a copy of which is bound in this Project Manual.
  - 2. The following Supplementary General Conditions of the Contract that modify and add to the requirements of the General Conditions of the Contract.

### 1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify "Instructions to Bidders and General Conditions of the Contract." Where a portion of the General Conditions is modified or deleted by these Supplementary General Conditions, unaltered portions of the General Conditions shall remain in effect.

### 1.3 ARTICLE 14 – CONSTRUCTION SUPERVISION AND SCHEDULE

- A. Article 14e
  - 1. The service of a surveyor is not required.
- B. Article 14f
  - 1. The single prime contractor is the Project Expediter.
- C. Articles 14g and 14j
  - 1. Remove all language pertaining to Bar Chart Schedule.

### 1.4 ARTICLE 23 – TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- A. Article 23a
  - 1. The contractor shall commence work to be performed under this Agreement on a date to be specified in a "Notice to Proceed" from the Engineer, and shall achieve final completion within one hundred (100) consecutive calendar days from start date noted on "Notice to Proceed."
- B. Article 23b
  - 1. If the Contractor fails to fully complete the project within the time stated, the Contractor shall pay the Owner the Sum of five hundred dollars (\$500.00) per day for each and every calendar day of unexcused delay.

### 1.5 ARTICLE 38 – USE OF PREMISES

- A. Contractor shall post a sign indicating Fire Arms are prohibited on the construction site.

1.6 ARTICLE 40 – UTILITIES, STRUCTURES, SIGNS

- A. Contractor shall pay all utility costs.

END OF DOCUMENT 007300

## **GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN STATE CONSTRUCTION CONTRACTS**

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on State construction projects in the amount of \$300,000 or more. The legislation provides that the State shall have a verifiable ten percent (10%) goal for participation by minority businesses in the total value of work for each project for which a contract or contracts are awarded. These requirements are published to accomplish that end.

### **SECTION A: INTENT**

It is the intent of these guidelines that the State of North Carolina, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

### **SECTION B: DEFINITIONS**

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
  - a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
  - e. Female
2. Minority Business - means a business:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
4. Public Entity - means State and all public subdivisions and local governmental units.
5. Owner - The State of North Carolina, through the Agency/Institution named in the contract.
6. Designer – Any person, firm, partnership, or corporation, which has contracted with the State of North Carolina to perform architectural or engineering, work.
7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

8. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the State of North Carolina to perform construction work or repair.
10. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

## **SECTION C: RESPONSIBILITIES**

1. Office for Historically Underutilized Businesses, Department of Administration (hereinafter referred to as HUB Office).

The HUB Office has established a program, which allows interested persons or businesses qualifying as a minority business under G.S. 143-128.2, to obtain certification in the State of North Carolina procurement system. The information provided by the minority businesses will be used by the HUB Office to:

- a. Identify those areas of work for which there are minority businesses, as requested.
- b. Make available to interested parties a list of prospective minority business contractors and subcontractors.
- c. Assist in the determination of technical assistance needed by minority business contractors.

In addition to being responsible for the certification/verification of minority businesses that want to participate in the State construction program, the HUB Office will:

- (1) Maintain a current list of minority businesses. The list shall include the areas of work in which each minority business is interested.
- (2) Inform minority businesses on how to identify and obtain contracting and subcontracting opportunities through the State Construction Office and other public entities.
- (3) Inform minority businesses of the contracting and subcontracting process for public construction building projects.
- (4) Work with the North Carolina trade and professional organizations to improve the ability of minority businesses to compete in the State construction projects.
- (5) The HUB Office also oversees the minority business program by:
  - a. Monitoring compliance with the program requirements.
  - b. Assisting in the implementation of training and technical assistance programs.
  - c. Identifying and implementing outreach efforts to increase the utilization of minority businesses.
  - d. Reporting the results of minority business utilization to the Secretary of the Department of Administration, the Governor, and the General Assembly.

2. State Construction Office

The State Construction Office will be responsible for the following:

- a. Furnish to the HUB Office a minimum of twenty-one days prior to the bid opening the following:
  - (1) Project description and location;
  - (2) Locations where bidding documents may be reviewed;
  - (3) Name of a representative of the owner who can be contacted during the advertising period to advise who the prospective bidders are;
  - (4) Date, time and location of the bid opening.
  - (5) Date, time and location of prebid conference, if scheduled.
- b. Attending scheduled prebid conference, if necessary, to clarify requirements of the general statutes regarding minority-business participation, including the bidders' responsibilities.

- c. Reviewing the apparent low bidders' statutory compliance with the requirements listed in the proposal, that must be complied with, if the bid is to be considered as responsive, prior to award of contracts. The State reserves the right to reject any or all bids and to waive informalities.
- d. Reviewing of minority business requirements at Preconstruction conference.
- e. Monitoring of contractors' compliance with minority business requirements in the contract documents during construction.
- f. Provide statistical data and required reports to the HUB Office.
- g. Resolve any protest and disputes arising after implementation of the plan, in conjunction with the HUB Office.

### 3. Owner

Before awarding a contract, owner shall do the following:

- a. Develop and implement a minority business participation outreach plan to identify minority businesses that can perform public building projects and to implement outreach efforts to encourage minority business participation in these projects to include education, recruitment, and interaction between minority businesses and non-minority businesses.
- b. Attend the scheduled prebid conference.
- c. At least 10 days prior to the scheduled day of bid opening, notify minority businesses that have requested notices from the public entity for public construction or repair work and minority businesses that otherwise indicated to the Office for Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
  - 1. A description of the work for which the bid is being solicited.
  - 2. The date, time, and location where bids are to be submitted.
  - 3. The name of the individual within the owner's organization who will be available to answer questions about the project.
  - 4. Where bid documents may be reviewed.
  - 5. Any special requirements that may exist.
- d. Utilize other media, as appropriate, likely to inform potential minority businesses of the bid being sought.
- e. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- f. Review, jointly with the designer, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award to the State Construction Office.
- g. Evaluate documentation to determine good faith effort has been achieved for minority business utilization prior to recommendation of award to State Construction Office.
- h. Review prime contractors' pay applications for compliance with minority business utilization commitments prior to payment.
- i. Make documentation showing evidence of implementation of Owner's responsibilities available for review by State Construction Office and HUB Office, upon request

### 4. Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
- c. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with

corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.

- e. During construction phase of the project, review “MBE Documentation for Contract Payment” – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the owner and forward copies to the State Construction Office.
- f. Make documentation showing evidence of implementation of Designer’s responsibilities available for review by State Construction Office and HUB Office, upon request.

5. Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk and alternative contracting methods, contractor(s) will:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification will include the following:
  - (1) A description of the work for which the subbid is being solicited.
  - (2) The date, time and location where subbids are to be submitted.
  - (3) The name of the individual within the company who will be available to answer questions about the project.
  - (4) Where bid documents may be reviewed.
  - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.

If there are more than three (3) minority businesses in the general locality of the project who offer similar contracting or subcontracting services in the specific trade, the contractor(s) shall notify three (3), but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
- f. Make documentation showing evidence of implementation of PM, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by State Construction Office and HUB Office, upon request.
- g. Upon being named the apparent low bidder, the Bidder shall provide one of the following: (1) an affidavit (Affidavit C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.
- h. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values. The schedule of values shall be provided as required in Article 31 of the General Conditions of the Contract to facilitate payments to the subcontractors.
- i. The contractor(s) shall submit with each monthly pay request(s) and final payment(s), “MBE Documentation for Contract Payment” – (Appendix E), for designer’s review.
- j. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner, State Construction Office, and the Director of the HUB Office in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.

- k. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids from minority businesses.
- l. It is the intent of these requirements apply to all contractors performing as prime contractor and first tier subcontractor under construction manager at risk on state projects.

6. Minority Business Responsibilities

While minority businesses are not required to become certified in order to participate in the State construction projects, it is recommended that they become certified and should take advantage of the appropriate technical assistance that is made available. In addition, minority businesses who are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

**SECTION 4: DISPUTE PROCEDURES**

It is the policy of this state that disputes that involves a person's rights, duties or privileges, should be settled through informal procedures. To that end, minority business disputes arising under these guidelines should be resolved as governed under G.S. 143-128(g).

**SECTION 5:** These guidelines shall apply upon promulgation on state construction projects. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: [www.nc-sco.com](http://www.nc-sco.com)

**SECTION 6:** In addition to these guidelines, there will be issued with each construction bid package provisions for contractual compliance providing minority business participation in the state construction program.

## MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

### APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts** are hereby made a part of these contract documents. These guidelines shall apply to all contractors regardless of ownership. Copies of these guidelines may be obtained from the Department of Administration, State Construction Office, (physical address) 301 North Wilmington Street, Suite 450, NC Education Building, Raleigh, North Carolina, 27601-2827, (mail address) 1307 Mail Service Center, Raleigh, North Carolina, 27699-1307, phone (919) 807-4100, Website: <http://www.nc-sco.com>

### MINORITY BUSINESS SUBCONTRACT GOALS:

The goals for participation by minority firms as subcontractors on this project have been set at 10%.

The bidder must identify on its bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).

The lowest responsible, responsive bidder must provide Affidavit C, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal.

**OR**

Provide Affidavit D, that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, **with documentation of Good Faith Effort, if the percentage is not equal to the applicable goal.**

**OR**

Provide Affidavit B, which includes sufficient information for the State to determine that the bidder does not customarily subcontract work on this type project.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

## **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the State for performance of this contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by the State that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the State whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the State will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Good Faith Efforts include:

- (1) Contacting 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 or proposal date and notifying them of the nature and scope of the work to be performed.
- (2) Making 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 bid or proposals are due.
- (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- (5) Attending any prebid meetings scheduled by the public owner.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- (7) Negotiating in good faith with interested minority businesses and not rejecting 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) Providing 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. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- (9) Negotiating 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) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

**APPENDIX E**

**MBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

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

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

**SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT**

## DOCUMENT 08 - EXISTING HAZARDOUS MATERIAL INFORMATION

### 1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing asbestos report for the project, prepared by EMSL Analytical, Inc., dated February 10, 2023, is available for viewing as appended to this Document. Asbestos was not detected at the Telecommunications Building.

END OF DOCUMENT 003126



### Asbestos Chain of Custody (Air, Bulk, Soil)

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc  
706 Galin Street  
Kernersville, NC 27284

EMSL ANALYTICAL, INC.  
TESTING LABS • PRODUCTS • TRAINING

1342

PHONE: (336) 922-1025  
EMAIL: greensbroab@EMSL.com

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information	Customer ID:	ECOF50		Billing Information	Billing ID:	ECOF50			
	Company Name:	Environmental Concerns of Fayetteville, Inc.			Company Name:	Environmental Concerns of Fayetteville, Inc			
	Contact Name:	Rodney D. Sanders			Billing Contact:	Marianne T. Sanders			
	Street Address:	211 S. Broad Street			Street Address:	P O. Box 8097			
	City, State, Zip:	Fayetteville, NC 28311	Country:		USA	City, State, Zip:	Fayetteville, NC 28311	Country:	USA
	Phone:	(910) 488-1925			Phone:	(910) 488-1925			
Email(s) for Report:	rdsanders1@econcerns.net		Email(s) for Invoice:	mtsanders@econcerns.net					

**Project Information**

Project Name/No. **Roofing for Various Buildings @ FSU, Fayetteville, NC** Purchase Order: **PO564023**

EMSL LIMS Project ID. (If applicable EMSL will provide) \_\_\_\_\_ US State where samples collected: **NC** State of Connecticut (CT) must select project location:  Commercial (Taxable)  Residential (Non-Taxable)

Sampled By Name **Rodney D. Sanders** Sampled By Signature *[Signature]* No of Samples in Shipment **8**

Turn-Around-Time (TAT)

3 Hour  4-4.5 Hour  6 Hour  24 Hour  32 Hour  48 Hour  72 Hour  96 Hour  1 Week  2 Week

TEM Air 3-4 Hour, please call ahead to schedule. 32 Hour TAT available for select tests only, samples must be submitted by 11:30 am.

**Test Selection**

**PCM Air**

NIOSH 7400  
 NIOSH 7400 w/ 8hr. TWA

**PLM - Bulk (reporting limit)**

PLM EPA 600/R-93/116 (<1%)  
 PLM EPA NOB (<1%)  
 POINT COUNT  
 400 (<0.25%)  1,000 (<0.1%)  
POINT COUNT w/ GRAVIMETRIC  
 400 (<0.25%)  1,000 (<0.1%)  
 NIOSH 9002 (<1%)  
 NYS 198.1 (Frable - NY)  
 NYS 198.6 NOB (Non-Frable - NY)  
 NYS 198.8 (Vermiculite SM-V)

**TEM - Air**

AHERA 40 CFR, Part 763  
 NIOSH 7402  
 EPA Level II  
 ISO 10312\*

**TEM - Bulk**

TEM EPA NOB  
 NYS NOB 198.4 (Non-Frable-NY)  
 TEM EPA 600/R-93/116 w Milling Prep (0.1%)

**TEM - Settled Dust**

Microvac - ASTM D5755  
 Wipe - ASTM D6480  
 Qualitative via Filtration Prep  
 Qualitative via Drop Mount Prep

**Soil - Rock - Vermiculite (reporting limit)\***

PLM EPA 600/R-93/116 with milling prep (<0.25%)  
 PLM EPA 600/R-93/116 with milling prep (<0.1%)  
 TEM EPA 600/R-93/116 with milling prep (<0.1%)  
 TEM Qualitative via Filtration Prep  
 TEM Qualitative via Drop Mount Prep

**Other Test (please specify)**

\*Please call with your project-specific requirements.

Positive Stop - Clearly Identified Homogeneous Areas (HA) Filter Pore Size (Air Samples)  0.8um  0.45um

Sample Number	Sample Location / Description	Volume, Area or Homogeneous Area	Date / Time Sampled (Air Monitoring Only)
1a	Roof	Vapor Barrier	
1b	Roof	Type X Gyp Bd	
5a	Roof	Built Up Roofing	(AREA C)
5b	Roof	Base Sheet	(AREA C)
7A	Roof	Vapor Barrier	(AREAS A, B)
7B	Roof	Base Sheet	
7C	Roof	Cap Sheet	
TEL	Roof of Telecom Building	Built Up Roofing	

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:	Sample Condition Upon Receipt:
Relinquished by: <i>[Signature]</i> Date/Time: 2/10/23	Received by: <i>[Signature]</i> Date/Time: 2/13/23 9:15am
Relinquished by:	Received by:

Controlled Document - COC-05 Asbestos R15 4/23/2021  AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.



# EMSL Analytical, Inc.

706 Gralin Street Kernersville, NC 27284  
Tel/Fax: (336) 992-1025 / (336) 992-4175  
http://www.EMSL.com / greensborolab@emsl.com


**EMSL Order:** 022301342  
**Customer ID:** ECOF50  
**Customer PO:** PO564023  
**Project ID:**

**Attention:** Rodney D. Sanders  
Environ. Concerns of Fayetteville Inc  
PO Box 8097  
211 S. Broad Street  
Fayetteville, NC 28301  
**Phone:** (910) 488-1925  
**Fax:** (910) 488-5345  
**Received Date:** 02/13/2023 9:15 AM  
**Analysis Date:** 02/16/2023  
**Collected Date:**  
**Project:** Roofing for Various Buildings @ FSU, Fayetteville, NC

## Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1a 022301342-0001	Roof Vapor Barrier	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
1b 022301342-0002	Roof Type X Gyp Bd	Gray Non-Fibrous Homogeneous	5% Cellulose 3% Glass	92% Non-fibrous (Other)	None Detected
5a 022301342-0003	Roof Built up Roofing	Black Non-Fibrous Homogeneous	40% Cellulose	55% Non-fibrous (Other)	5% Chrysotile
5b 022301342-0004	Roof Base Sheet	Black Fibrous Heterogeneous	40% Cellulose	50% Non-fibrous (Other)	10% Chrysotile
7A 022301342-0005	Roof Vapor Barrier	Black Non-Fibrous Homogeneous	5% Cellulose 2% Glass	90% Non-fibrous (Other)	3% Chrysotile
7B 022301342-0006	Roof Base Sheet	Black Non-Fibrous Homogeneous	6% Synthetic	94% Non-fibrous (Other)	None Detected
7C 022301342-0007	Roof Cap Sheet	Black Fibrous Homogeneous	8% Glass	92% Non-fibrous (Other)	None Detected
TEL 022301342-0008	Roof of Telecom Building Built Up Roofing	Black Fibrous Homogeneous	8% Glass	92% Non-fibrous (Other)	None Detected

Analyst(s)  
Cameron Evans (2)  
Philip Szabo (6)

  
Stephen Bennett, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.  
Samples analyzed by EMSL Analytical, Inc. Kernersville, NC NVLAP Lab Code 102104-0, Virginia 3333-000228, West Virginia LT000321

Initial report from: 02/16/2023 15:47:43

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

#### 1.2 PROJECT INFORMATION

##### A. Project Identification: Telecommunications – Roof Replacement

1. Project Locations: 772 W. T. Brown Drive, Fayetteville NC 28301

##### B. Owner: Fayetteville State University.

1. Owner's Representative: Harold Miller; hmiller1@uncfsu.edu; (910) 672-1952 (c).

##### C. Engineer: Fleming & Associates, PA; 1004 Hay St., Fayetteville, NC 28305; (910) 433-2825; www.flemingandassociates.com.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

##### A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Re-roofing of Telecommunications Building at FSU and other Work indicated in the Contract Documents. Approximate roof area is 10,646 square feet.

##### B. Type of Contract:

1. Project will be constructed under a single prime contract.

#### 1.4 CONTRACTOR'S USE OF SITE AND PREMISES

##### A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

#### 1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

## 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the contract including general and supplementary conditions apply to all sections of the specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

#### 1.2 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 01 – 2x6 T&G Roof Deck
  1. Description: Replace 2x6 T&G Roof Decking according to Section 061516 “Wood Roof Decking”
  2. Unit of Measurement: \$/square foot.
  3. Quantity Allowance: 500 square feet plus amount shown on plan.

B. Unit Price No. 02 – 2x6 Nailers:

1. Description: Replace existing 2x6 nailers for 2x6 decking according to Section 061516 “Wood Roof Decking”.
2. Unit of Measurement: \$/linear foot.
3. Quantity Allowance: 100 linear feet plus amount shown on plan.

END OF SECTION 012200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Submittal schedule requirements.
  - 2. Administrative and procedural requirements for submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.3 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Engineer.
  - 4. Name of Contractor.
  - 5. Name of firm or entity that prepared submittal.
  - 6. Names of subcontractor, manufacturer, and supplier.
  - 7. Category and type of submittal.
  - 8. Submittal purpose and description.
  - 9. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 10. Drawing number and detail references, as appropriate.
  - 11. Indication of full or partial submittal.
  - 12. Location(s) where product is to be installed, as appropriate.
  - 13. Other necessary identification.
  - 14. Remarks.
  - 15. Signature of transmitter.
- B. Options: Identify options requiring selection by Engineer.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include

relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

- D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Color Charts: Submit three hard copies in addition to the PDF submittal. Hard copy shall be produced by the manufacturer and not a printout or photocopy.

#### 1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package, and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
  - 2. Color charts: Prepare in hard copy format and deliver to Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## 1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Engineer's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.

- d. Sample source.
  - e. Number and title of applicable Specification Section.
  - f. Specification paragraph number and generic name of each item.
3. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

1.6 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

## 1.7 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.
  - 2. Color charts: Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

#### 1.2 MATERIALS OWNERSHIP

##### A. Unless otherwise indicated, demolition waste becomes property of Contractor.

##### B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.3 PREINSTALLATION MEETINGS

##### A. Pre-demolition Conference: Conduct conference at Project site.

#### 1.4 INFORMATIONAL SUBMITTALS

##### A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

##### B. Schedule of selective demolition activities with starting and ending dates for each activity.

##### C. Pre-demolition photographs or video.

#### 1.5 CLOSEOUT SUBMITTALS

##### A. Inventory of items that have been removed and salvaged.

#### 1.6 FIELD CONDITIONS

##### A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

#### 1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C. Inventory and record the condition of items to be removed and salvaged.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 4. Maintain fire watch during and for at least 8 hours after flame-cutting operations.
  - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 6. Dispose of demolished items and materials promptly.

- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

## SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Wood blocking and nailers.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Preservative-treated wood.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

#### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

## 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
- B. Dimension Lumber Items: Pressure treated No. 1 grade lumber Southern Yellow Pine.

## 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

## 2.5 PLYWOOD NAILERS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C, in thickness indicated or, if not indicated, to match existing.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction.
- C. Do not splice structural members between supports unless otherwise indicated.
- D. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.10.1, "Fastening Schedule," in ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.

### 3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

## SECTION 061516 - WOOD ROOF DECKING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Solid-sawn wood roof decking.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: 24 inches (600 mm) long, showing the range of variation to be expected in appearance of wood roof decking.

#### 1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Schedule delivery of wood roof decking to avoid extended on-site storage and to avoid delaying the Work.
- B. Store materials under cover and protected from weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings. Stack wood roof decking with surfaces that are to be exposed in the final Work protected from exposure to sunlight.

### PART 2 - PRODUCTS

#### 2.1 WOOD ROOF DECKING, GENERAL

- A. General: Comply with DOC PS 20 and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Regional Materials: Wood products shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.

## 2.2 SOLID-SAWN WOOD ROOF DECKING

- A. Standard for Solid-Sawn Wood Roof Decking: Comply with AITC 112.
- B. Roof Decking Species:
  - 1. Southern Yellow Pine.
- C. Roof Decking Nominal Size: 2x6 Tongue and groove. Match existing deck thickness.
- D. Roof Decking Grade:
  - 1. No.1 Select.
- E. Grade Stamps: Factory mark each item with grade stamp of grading agency. Apply grade stamp to surfaces that are not exposed to view.
- F. Moisture Content: Provide wood roof decking with 19 percent maximum moisture content at time of dressing.
- G. Face Surface: Smooth.

## 2.3 ACCESSORY MATERIALS

- A. Fasteners for Solid-Sawn Roof Decking: Provide fastener size and type complying with AITC 112 for thickness of deck used.
- B. Screws: #12 wood screws in predrilled holes. Penetrate Nailer 1 1/2". Three fasteners each bearing.
- C. Fastener Material: Hot-dip galvanized steel.
- D. Bolts for Anchoring Roof Decking to Nailer to steel: Carbon steel; complying with ASTM A307 and ASTM A563 hex nuts and flat washers, all hot-dip zinc coated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine support framing in areas to receive wood roof decking for compliance with installation tolerances and other conditions affecting performance of wood roof decking.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install solid-sawn wood roof decking to comply with AITC 112.

1. Locate end joints for two-span continuous lay-up.
  2. Locate end joints for two-span continuous lay-up.
- B. Anchor wood roof decking nailers, where supported on steel, with bolts to match existing bolts.

### 3.3 ADJUSTING

- A. Repair damaged surfaces and finishes after completing erection. Replace damaged roof decking if repairs are not approved by Architect.

### 3.4 PROTECTION

- A. Provide plywood and underlayment over existing and replacement roof decking as the Work progresses to protect roof decking until roofing is applied.

END OF SECTION 061516

## SECTION 062013 - EXTERIOR FINISH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Exterior trim.
  - 2. Plywood soffits.

#### 1.2 DEFINITIONS

- A. MDO: Plywood with a medium-density overlay on the face.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.
- B. Samples: For each exposed product.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Compliance Certificates:
  - 1. For lumber that is not marked with grade stamp.
- B. Sample Warranties: For manufacturer's warranties.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation.
  - 1. Protect materials from weather by covering with waterproof sheeting, securely anchored.
  - 2. Provide for air circulation around stacks and under coverings.

## 1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit work to be performed and at least one coat of specified finish can be applied without exposure to rain, snow, or dampness.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
  - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Regional Materials: The following wood products shall be manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.
  - 1. Exterior trim.
  - 2. Exterior plywood soffits.
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
  - 2. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.
- C. Softwood Plywood: DOC PS 1.

### 2.2 EXTERIOR TRIM

- A. Lumber Trim for Opaque Finish (Painted Finish):
  - 1. Species and Grade:
    - a. Western red cedar; NLGA, WCLIB, or WWPA Grade A.
  - 2. Maximum Moisture Content: 19 percent with at least 85 percent of shipment at 12 percent or less.

3. Finger Jointing: Not allowed.
  4. Face Surface: Surfaced (smooth).
  5. Factory Priming: Factory coated on both faces and all edges, with exterior primer compatible with topcoats specified.
- B. Moldings for Opaque Finish (Painted Finish): MMPA WM 4, P-grade wood moldings, made from kiln-dried stock to patterns included in MMPA's "WM/Series Softwood Moulding Patterns."
1. Species: Western red cedar.
  3. Finger Jointing: Not allowed.
  4. Factory Priming: Factory coated on both faces and all edges, with exterior primer compatible with topcoats specified.
  5. Match existing pattern

### 2.3 PLYWOOD SOFFITS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Georgia-Pacific Gypsum LLC
  2. Hardel Mutual Plywood Corporation
  3. Hood Industries
  4. Pacific Wood Laminates, Inc
  5. Roseburg
  6. RoyOMartin
  7. SDS Lumber Company
  8. Stimson Lumber Company
  9. Swanson Group
  10. Weyerhaeuser Company
- B. Plywood Type: Exterior, Grade A-C, APA-rated siding.
- C. Thickness: Match existing.
- D. Face Species: Southern pine.
- E. Pattern: Plain.
- F. Surface: Smooth.

### 2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
1. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
  2. For applications not otherwise indicated, provide stainless steel fasteners.

- B. Insect Screening for Soffit Vents: Match existing.
  - 1. Aluminum soffit vents, match existing.
    - a. Finish: White paint.
- C. Sealants: Latex, complying with ASTM C834 Type OP, Grade NF and recommended by sealant and substrate manufacturers for intended application.

## 2.5 FABRICATION

- A. Back out or kerf backs of standing and running trim wider than 5 inches (125 mm), except members with ends exposed in finished work.
- B. Ease edges of lumber less than 1 inch (25 mm) in nominal thickness to 1/16-inch (1.5-mm) radius and edges of lumber 1 inch (25 mm) or more in nominal thickness to 1/8-inch (3-mm) radius.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed.
  - 1. Cut to required lengths and prime ends.

### 3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
  - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.

1. Use concealed shims where necessary for alignment.
2. Scribe and cut exterior finish carpentry to fit adjoining work.
3. Refinish and seal cuts as recommended by manufacturer.
4. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

### 3.4 INSTALLATION OF RUNNING TRIM

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long, except where necessary.
  1. Use scarf joints for end-to-end joints.
  2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water.
  1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
  2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.
- D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
- E. Finish: Apply finish within two weeks of installation.

### 3.5 ADJUSTING

- A. Replace exterior finish carpentry that is damaged or does not comply with requirements.
  1. Exterior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.
- B. Adjust joinery for uniform appearance.

### 3.6 CLEANING

- A. Clean exterior finish carpentry on exposed and semiexposed surfaces.

- B. Touch up factory-applied finishes to restore damaged or soiled areas.

### 3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
  - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062013

## SECTION 070150.19 - PREPARATION FOR REROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. The Work of This Section Includes:

1. Tear off of existing slate shingles and modified bitumen at two low sloped roof areas.
2. Base flashing removal.
3. Fastener pull-out testing.
4. Disposal.

B. Related Requirements:

1. Section 011000 "Summary" for use of premises.

#### 1.2 UNIT PRICES

- A. Work of this Section is affected by wood deck replacement and wood nailer replacement unit prices.

#### 1.3 DEFINITIONS

- A. Roof Tear-off: Removal of existing slate shingles and modified bitumen.
- B. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Temporary Roofing Submittal: Product data and description of temporary roofing system.
1. If temporary roof remains in place, include surface preparation requirements needed to receive permanent roof, and submit a letter from roofing manufacturer stating acceptance of the temporary roof and that its inclusion does not adversely affect the new roofing system's resistance to fire and wind, or specified special warranty, or its FM Approvals rating.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.

1. Include certificate that Installer is approved by warrantor of existing roofing system.
2. Include certificate that Installer is licensed to perform asbestos abatement.

B. Field Test Reports: Fastener pull-out test report.

C. Photographs or Video: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.

1. Submit before Work begins.

## 1.6 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with governing EPA notification regulations before beginning roofing removal.
2. Comply with hauling and disposal regulations of authorities having jurisdiction.

## 1.7 FIELD CONDITIONS

A. Existing Roofing System: Slate shingles on the steep sloped roof and modified bitumen on the two low sloped roofs.

B. Owner will occupy building immediately below reroofing area.

1. Conduct reroofing so Owner's operations are not disrupted.
2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.
  - a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.

C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

E. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.

F. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to 20 psf for uniformly distributed loads.

G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

1. Remove only as much roofing in one day as can be made watertight in the same day.

## PART 2 - PRODUCTS

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Test existing roof drains to verify that they are not blocked or restricted.
  - 1. Immediately notify Engineer of any blockages or restrictions.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
  - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
  - 1. Prevent debris from entering or blocking roof drains and conductors.
    - a. Use roof-drain plugs specifically designed for this purpose.
    - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
    - a. Do not permit water to enter into or under existing roofing system components that are to remain.

### 3.2 PARTIAL ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
- C. Partial Roof Tear-off: Remove existing roofing membrane.
  - 1. Remove existing roof membrane.
  - 2. Remove and replace wet insulation.
  - 3. Remove base flashings and counter flashings.
  - 4. Remove perimeter edge flashing.
  - 5. Remove copings.

6. Remove expansion-joint covers.
7. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.

### 3.3 DECK PREPARATION

- A. Inspect deck in areas of roof tear off.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Engineer.
  1. Do not proceed with installation until directed by Engineer.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Engineer.
  1. Do not proceed with installation until directed by Engineer.
- D. Provide additional deck securement as indicated on Drawings.
- E. Replace steel deck as indicated on Drawings.
- F. Replace steel deck as directed by Engineer.
  1. Deck replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

### 3.4 FASTENER PULL-OUT TESTING

- A. Retain independent testing and inspecting agency to conduct fastener pull-out tests according to SPRI FX-1, and submit test report to Engineer and roofing manufacturer before installing new roofing system.
  1. Obtain roofing manufacturer's approval to proceed with specified fastening pattern.
    - a. Roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

### 3.5 DISPOSAL

- A. Collect demolished materials and place in containers.
  1. Promptly dispose of demolished materials.
  2. Do not allow demolished materials to accumulate on-site.
  3. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

## SECTION 073113 - ASPHALT SHINGLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Glass-fiber-reinforced asphalt shingles.
  - 2. Underlayment materials.
  - 3. Sheet metal flashing and trim.
- B. Related Requirements:
  - 1. Section 077100 "Roof Specialties".

#### 1.2 UNIT PRICES

- A. See Section 012200 "Unit Prices" for description of unit prices affecting items specified under this Section.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 for definitions of terms related to roofing Work in this Section.

#### 1.4 PREINSTALLATION MEETINGS

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

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Asphalt shingles.
  - 2. Underlayment materials.
  - 3. Roof ventilators.
  - 4. Sheet metal flashing and trim.
  - 5. Asphalt roofing cement.
  - 6. Elastomeric flashing sealant.
- B. Shop Drawings: For sheet metal flashing and trim.
- C. Samples: For each exposed product and for each color and blend specified, in sizes indicated.

1. Asphalt Shingles: Full size.
2. Ridge and Hip Cap Shingles: Full size.
3. Exposed Valley Lining: 12 inches (305 mm) square.

D. Samples for Initial Selection:

1. For each type of asphalt shingle indicated.
2. For each type of accessory involving color selection.

E. Samples for Verification: For the following products, in sizes indicated:

1. Asphalt Shingles: Full size.
2. Ridge and Hip Cap Shingles: Full size.
3. Exposed Valley Lining: 12 inches (305 mm) square.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For roofing system Installer.
- B. Product Test Reports: For each type of asphalt shingle and underlayment product indicated, for tests performed by a qualified testing agency.
- C. Sample warranties.

## 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For asphalt shingles to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing system Installer's warranty.

## 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  1. Asphalt Shingles: 100 sq. ft. (9.3 sq. m) of each type and in each color and blend, in unbroken bundles.

## 1.9 QUALITY ASSURANCE

- A. Roofing System Installer Qualifications: Entity that employs a supervisor who is an NRCA ProCertified Roofing Foreman or installers who are NRCA ProCertified asphalt shingle system installers.

## 1.10 MOCKUPS

- A. 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 asphalt shingles, including related roofing materials.
    - a. Size: 48 inches (1219 mm) long by 96 inches (2438 mm) wide.
    - b. Include gutter and downspout complying with requirements in Section 076200 "Sheet Metal Flashing and Trim."
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner specifically approves such deviations by Change Order.
  - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.11 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double-stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

## 1.12 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
  - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

## 1.13 WARRANTY

- A. Materials Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
  - 1. Failures include, but are not limited to, the following:

- a. Manufacturing defects.
  2. Materials Warranty Period: 30 years from date of Substantial Completion, prorated, with first three years nonprorated.
  3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 130 mph (58 m/s) for 15 years from date of Substantial Completion.
  4. Algae-Resistance Warranty Period: Asphalt shingles will not discolor for 20 years from date of Substantial Completion.
  5. Workmanship Warranty Period: 5 years from date of Substantial Completion.
- B. Roofing System Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- B. Wind Resistance: Provide asphalt shingles that comply with requirements of ASTM D3161/D3161M, Class F, and with ASTM D7158/D7158M, Class H.
- C. Solar Reflectance Index (SRI): Three-year-aged SRI not less than 15 when calculated in accordance with ASTM E1980, based on testing identical products by a qualified testing agency.

### 2.3 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Impact-Resistant, Performance Laminated-Strip Asphalt Shingles: ASTM D3462/D3462M, laminated, multi-ply overlay construction; glass-fiber reinforced, mineral-granule surfaced, and self-sealing; with impact resistance complying with UL 2218, Class 4.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Atlas Molded Products, a division of Atlas Roofing Corporation
  - b. CertainTeed; SAINT-GOBAIN
  - c. GAF
  - d. Malarkey Roofing Products
2. Butt Edge: Straight cut.
3. Strip Size: Manufacturer's standard.
4. Algae Resistance: Granules resist algae discoloration.
5. Color and Blends: As selected by Architect from manufacturer's full range.

## 2.4 UNDERLAYMENT MATERIALS

- A. Synthetic Underlayment at field of roof: UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Atlas Polyiso Roof and Wall Insulation
    - b. CertainTeed; SAINT-GOBAIN
    - c. GAF
    - d. Malarkey Roofing Products
- B. Self-Adhering, Polymer-Modified Bitumen Sheet at eaves, valleys, flashings, hips and ridges: ASTM D1970/D1970M, glass-fiber-mat-reinforced, polymer-modified asphalt; with slip-resistant top surface and release backing; cold applied.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Atlas Molded Products, a division of Atlas Roofing Corporation
    - b. CertainTeed; SAINT-GOBAIN
    - c. GAF
    - d. Malarkey Roofing Products
  2. Sheet Thickness: Minimum 30 mils.
  3. Top Surface: Sand or mineral granules.

## 2.5 SHEET METAL FLASHING AND TRIM

- A. Comply with requirements in Section 077100 "Roof Specialties."
  1. Sheet Metal: Copper at valleys, crickets and chimney flashing. Anodized

aluminum at gutters.

- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item unless otherwise specified in this Section or indicated on Drawings.
1. Apron Flashings: Fabricate with lower flange a minimum of 4 inches (102 mm) over and 4 inches (102 mm) beyond each side of downslope asphalt shingles and 6 inches (152 mm) up the vertical surface.
  2. Step Flashings: Fabricate with a headlap of 2 inches (51 mm) and a minimum extension of 5 inches (127 mm) over the underlying asphalt shingle and up the vertical surface.
  3. Cricket and Backer Flashings: Fabricate with concealed flange extending a minimum of 18 inches (457 mm) beneath upslope asphalt shingles and 6 inches (152 mm) beyond each side of chimney and 6 inches (152 mm) above the roof plane.
  4. Open-Valley Flashings: Fabricate from metal sheet not less than 24 inches (610 mm) wide in lengths not exceeding 10 feet (3 m), with 1-inch- (25-mm-) high, inverted-V profile water diverter at center of valley and equal flange widths of not less than 11 inches (279 mm).
    - a. Hem flange edges for fastening with metal cleats.
    - b. Add stiffening ribs in flashings to promote drainage.
  5. Drip Edges: Fabricate in lengths not exceeding 10 feet (3 m) with minimum 3-inch roof-deck flange and 3-inch fascia flange with 3/8-inch (10-mm) drip at lower edge.
  6. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches (102 mm) from pipe onto roof.

## 2.6 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Elastomeric Flashing Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant; of class and use classifications required to seal joints and remain watertight; recommended in writing by manufacturer for installation of flashing systems.
- C. Roofing Nails: ASTM F1667, aluminum, stainless steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, sharp-pointed, with a 3/8- to 7/16-inch- (10- to 11-mm-) diameter flat head and of sufficient length to

penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through sheathing less than 3/4 inch (19 mm) thick.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- D. Underlayment Nails: Aluminum, stainless steel, or hot-dip galvanized-steel wire nails with low-profile metal or plastic caps, 1-inch- (25-mm-) minimum diameter.
1. Provide with minimum 0.0134-inch- (0.34-mm-) thick metal cap, 0.010-inch- (0.25-mm-) thick power-driven metal cap, or 0.035-inch- (0.89-mm-) thick plastic cap; and with minimum 0.083-inch- (2.11-mm-) thick ring shank or 0.091-inch- (2.31-mm-) thick smooth shank of length to penetrate at least 3/4 inch (19 mm) into roof sheathing or to penetrate through roof sheathing less than 3/4 inch (19 mm) thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with roofing system Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through asphalt shingles.
  3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by roofing system Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION OF UNDERLAYMENT MATERIALS

- A. Comply with asphalt shingle and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.
- B. Synthetic Underlayment:
1. Install on roof deck parallel with and starting at the eaves.
    - a. Lap sides and ends as recommended in writing by manufacturer, but not

- less than 4 inches (102 mm) for side laps and 6 inches (152 mm) for end laps.
    - b. Stagger end laps between succeeding courses at interval recommended in writing by manufacturer, but not less than 72 inches (1829 mm).
    - c. Fasten with underlayment nails in accordance with manufacturer's written instructions.
    - d. Cover underlayment within period recommended in writing by manufacturer.
  - 2. Install in double layer.
  - 3. Install synthetic underlayment on roof deck not covered by self-adhering, polymer-modified bitumen sheet unless otherwise specified in this Section or indicated on Drawings.
    - a. Lap sides of underlayment over self-adhering sheet not less than 4 inches (102 mm) in direction to shed water.
    - b. Lap ends of underlayment not less than 6 inches (152 mm) over self-adhering sheet.
  - 4. Install fasteners in a grid pattern of 12 inches (305 mm) between side laps with 6-inch (152-mm) spacing at side and end laps.
  - 5. Terminate synthetic underlayment extended up not less than 4 inches (102 mm) against sidewalls, curbs, chimneys, and other roof projections.
- C. Self-Adhering, Polymer-Modified Bitumen Sheet: Install, wrinkle free, on roof deck.
- 1. Comply with low-temperature installation restrictions of underlayment manufacturer.
  - 2. Install lapped in direction that sheds water.
    - a. Lap sides not less than 4 inches (102 mm).
    - b. Lap ends not less than 6 inches (152 mm), staggered 24 inches (610 mm) between succeeding courses.
    - c. Roll laps with roller.
  - 3. Prime concrete, masonry, and metal surfaces to receive self-adhering sheet.
  - 4. Eaves: Extend from edges of eaves 36 inches (914 mm) beyond interior face of exterior wall.
  - 5. Rakes: Extend from edges of rakes 24 inches (610 mm) beyond interior face of exterior wall.
  - 6. Valleys: Extend from lowest to highest point 18 inches (457 mm) on each side of centerline.
  - 7. Hips: Extend 18 inches (457 mm) on each side.
  - 8. Ridges: Extend 36 inches (914 mm) on each side without obstructing continuous ridge vent slot.
  - 9. Sidewalls: Extend 18 inches (457 mm) beyond sidewalls and return vertically against sidewalls not less than 4 inches (102 mm).
  - 10. Dormers, Chimneys, Skylights, and Other Roof-Penetrating Elements: Extend 18

inches (457 mm) beyond penetrating elements and return vertically against penetrating elements not less than 4 inches (102 mm).

11. Roof-Slope Transitions: Extend 18 inches (457 mm) on each roof slope.
12. Cover underlayment within seven days.

D. Metal-Flashed, Open-Valley Underlayment: Install one layer of minimum 36-inch- (914-mm-) wide underlayment centered in valley.

1. Lap ends of each layer at least 12 inches (305 mm) in direction that sheds water, and seal with asphalt roofing cement.
2. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.

### 3.3 INSTALLATION OF SHEET METAL FLASHING AND TRIM

A. Install metal flashings and trim to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

1. Install metal flashings in accordance with recommendations in ARMA's "Asphalt Roofing Residential Manual - Design and Application Methods" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
2. Bed flanges of metal flashings using asphalt roofing cement or elastomeric flashing sealant.

B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.

C. Step Flashings: Install with a headlap of 2 inches (51 mm) and extend over underlying shingle and up the vertical face.

1. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying shingle.
2. Fasten to roof deck only.

D. Cricket and Backer Flashings: Install against roof-penetrating elements extending concealed flange beneath upslope asphalt shingles and beyond each side.

E. Counterflashings: Coordinate with installation of base flashing and fit tightly to base flashing. Lap joints a minimum of 4 inches (102 mm) secured in a waterproof manner.

1. Install in reglets or receivers.

F. Open-Valley Flashings: Install centered in valleys, lapping ends at least 8 inches (203 mm) in direction that sheds water. Fasten upper end of each length to roof deck beneath overlap.

1. Secure hemmed flange edges into metal cleats spaced 8 inches (203 mm) apart and fastened to roof deck.
2. Adhere minimum 9-inch- (229-mm-) wide strips of self-adhering, polymer-

modified bitumen sheet to metal flanges and to underlying self-adhering sheet, polymer-modified bitumen sheet.

- a. Place strips parallel to and over flanges so that they will be just concealed by installed shingles.
3. Provide a closure at the end of the inverted-V profile of the valley metal to minimize water and ice infiltration.
- G. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.
  - H. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.
  - I. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

### 3.4 INSTALLATION OF GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Install asphalt shingles in accordance with manufacturer's written instructions and recommendations in ARMA's "Asphalt Roofing Residential Manual - Design and Application Methods" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed at least 7 inches (178 mm) wide with self-sealing strip face up at roof edge.
  1. Extend asphalt shingles 1/2 inch (13 mm) over fasciae at eaves and rakes.
  2. Install starter strip along rake edge.
- C. Install first and remaining courses of laminated asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Install first and remaining courses of three-tab-strip asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- E. Fasten asphalt shingle strips with a minimum of four roofing nails, but not less than the number indicated in manufacturer's written instructions for roof slope and design wind speed indicated on Drawings and for warranty requirements specified in this Section.
  1. Locate fasteners in accordance with manufacturer's written instructions.
  2. Where roof slope exceeds 18:12, hand seal self-sealing asphalt shingles to improve the shingles' positive bond by applying asphalt roofing cement spots between course overlaps after nailing the upper course.
  3. Where roof slope is less than 4:12, hand seal self-sealing asphalt shingles to improve the shingles' positive bond by applying asphalt roofing cement spots between course overlaps after nailing the upper course.

4. When ambient temperature during installation is below 50 deg F (10 deg C), hand seal self-sealing asphalt shingles by applying asphalt roofing cement spots between course overlaps after nailing the upper course.
- F. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips.
1. Maintain uniform width of exposed open valley from highest to lowest point.
  2. Extend shingle a minimum of 4 inches (102 mm) over valley metal.
  3. Set valley edge of asphalt shingles in a 3-inch- (76-mm-) wide bed of asphalt roofing cement.
  4. Do not nail asphalt shingles to metal open-valley flashings.
- G. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing-shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds.
1. Fasten with roofing nails of sufficient length to penetrate sheathing.

### 3.5 ROOFING SYSTEM INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing System Installer," has performed roofing and associated Work on the following Project:
1. Owner: **<Insert name of Owner>** .
  2. Owner Address: **<Insert address>** .
  3. Building Name/Type: **<Insert information>** .
  4. Building Address: **<Insert address>** .
  5. Area of the Work: **<Insert information>** .
  6. Warranty Period: Five years from date of Project Acceptance.
  7. Date of Substantial Completion: \_\_\_\_\_.
- B. AND WHEREAS Roofing System Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said Work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing System Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period, Roofing System, Installer will, at Roofing System Installer's own cost and expense, make or cause to be made such repairs to or replacements of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to the Work and other parts of the building, and to building contents, caused by:
    - a. lightning;

- b. peak gust wind speed exceeding 74 mph (m/s);
  - c. fire;
  - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
  - e. faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the Work;
  - f. vapor condensation on bottom of roofing; and
  - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When the Work has been damaged by any of foregoing causes, Warranty becomes null and void until such damage has been repaired by Roofing System Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  3. Roofing System Installer is responsible for damage to the Work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the Work.
  4. During Warranty Period, if Owner allows alteration of the Work by anyone other than Roofing System Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty becomes null and void on date of the alterations, but only to the extent the alterations affect the Work covered by this Warranty. If Owner engages Roofing System Installer to perform the alterations, Warranty does not become null and void unless Roofing System Installer, before starting the alterations, has notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a limitation or termination of this Warranty.
  5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty becomes null and void on date of the change, but only to the extent the change affects the Work covered by this Warranty.
  6. Owner to promptly notify Roofing System Installer of observed, known, or suspected leaks, defects, or deterioration and afford reasonable opportunity for Roofing System Installer to inspect the Work and to examine evidence of such leaks, defects, or deterioration.
  7. This Warranty is recognized to be the only warranty of Roofing System Installer on said Work and does not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty does not operate to relieve Roofing System Installer of responsibility for performance of the Work in accordance with requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

1. Authorized Signature: \_\_\_\_\_.
2. Name: \_\_\_\_\_.
3. Title: \_\_\_\_\_.

END OF SECTION 073113

## SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Polyvinyl chloride (PVC) roofing system.
2. Accessory roofing materials.
3. Substrate board.
4. Roof insulation.
5. Insulation accessories and cover board.
6. Walkways.

##### B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking; and for wood-based, structural-use roof deck panels.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
3. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

#### 1.2 DEFINITIONS

- ##### A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data:

1. Polyvinyl chloride (PVC) roofing system.
2. Accessory roofing materials.
3. Substrate board.
4. Roof insulation.
5. Insulation accessories and cover board.
6. Walkways.
7. For insulation and roof system component fasteners, include copy of SPRI's Directory of Roof Assemblies listing.

##### B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Tapered insulation thickness and slopes.

3. Roof plan showing orientation of steel roof deck and orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
  4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Field Test Reports:
1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- C. Field quality-control reports.
- D. Sample Warranties: For manufacturer's special warranties.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

#### 1.6 QUALITY ASSURANCE

- A. Qualifications:
1. Manufacturers: A qualified manufacturer that is listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.
  2. Installers: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

## 1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

## 1.9 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  - 1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, substrate board, and other components of roofing system.
  - 2. Warranty Period: 20 years from date of Final Completion.
  - 3. Wind speeds below 71 mph shall not be excepted.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, and walkway products, for the following warranty period:
  - 1. Warranty Period: Three years from date of Final Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- a. General Performance: Installed roofing and base flashings to withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings to remain watertight.
  - 1) Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
  - 2) Impact Resistance: Roof membrane to resist impact damage when tested according to ASTM D3746, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- b. Material Compatibility: Roofing materials to be compatible with one another and adjacent materials under conditions of service and application required, as

demonstrated by roof membrane manufacturer based on testing and field experience.

- c. Wind Uplift Resistance: Design roofing system to resist the wind uplift pressures shown on the North Carolina Building Code Summary for Commercial Roof Projects on sheet G1.1 when tested according to FM Approvals 4474, UL 580, or UL 1897.
- d. ENERGY STAR Listing: Roofing system to be listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.
- e. Energy Performance: Roofing system shall have a three-year-age solar reflectance of not less than 0.55 and a minimum three-year-aged thermal emittance of 0.75 when tested according to CRRC-1.

## 2.2 POLYVINYL CHLORIDE (PVC) ROOFING SYSTEM

- A. PVC Sheet: ASTM D 4434, Type III, reinforced, fleece-backed.
  - 1. Thickness: 80 mils, minimum.
  - 2. Exposed Face Color: White.
  - 3. Manufacturers:
    - a. Carlisle Sure-Flex PVC.
    - b. Sika Sarnafil S 327.
    - c. Soprema Sentinel P200.
- B. KEE Sheet: ASTM D 6754, fabric reinforced, smooth-backed.
  - 1. Exposed Face Color: Off white.
  - 2. Manufacturer:
    - a. FiberTite 60 mil SM.
- C. Source Limitations: Obtain components for roofing system from manufacturers approved by roof membrane manufacturer.

## 2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  - 1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, and color as PVC sheet.
  - 1) Thickness: 60 mils.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Roof Vents: As recommended by roof membrane manufacturer.

1. Size: Not less than 4-inch diameter.
- E. Bonding Adhesive: Manufacturer's standard, water based.
  - F. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
  - G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
  - H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

## 2.4 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by PVC roof membrane manufacturer, approved for use in SPRI's Directory of Roof Assemblies listed roof assemblies.
- B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
  1. Compressive Strength: 20 psi.
  2. Size: 48 by 96 inches.
  3. Thickness:
    - a. Base Layer: See plans
- C. Tapered Insulation: Provide factory-tapered insulation boards.
  1. Material: Match roof insulation.
  2. Minimum Thickness: 1/2 inch.
  3. Slope:
    - a. Roof Field: 1/4 inch per foot unless otherwise indicated on Drawings.
    - b. Saddles and Crickets: 1/2 inch per foot unless otherwise indicated on Drawings.

## 2.5 INSULATION ACCESSORIES AND COVER BOARD

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Fiber-Reinforced Cementitious Cover Board: ASTM C1325, fiber-mat-reinforced cementitious board.
  1. Thickness: 1/2 inch.
  2. Surface Finish: Unprimed.

## 2.6 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway rolls, approximately 3/16 inch thick and acceptable to roofing system manufacturer.
  - 1. Size: Approximately 36 by 60 inches.
  - 2. Color: Contrasting with roof membrane.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
  - 1. Submit test result within 24 hours of performing tests.
    - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

### 3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.4 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decking:
  - 1. Install base layer of insulation with joints staggered not less than 24 inches in adjacent rows, end joints staggered not less than 12 inches in adjacent rows, and with long joints continuous at right angle to flutes of decking.
    - a. Locate end joints over crests of decking.
    - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - c. Make joints between adjacent insulation boards not more than 1/4 inch in width.
    - d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
      - 1) Trim insulation so that water flow is unrestricted.
    - e. Fill gaps exceeding 1/4 inch with insulation.
    - f. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
    - g. Mechanically attach base layer of insulation and substrate board using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to metal decks.
      - 1) Fasten insulation according to requirements in SPRI's Directory of Roof Assemblies for specified Wind Uplift Load Capacity.
      - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
  - 2. Install tapered insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.
    - a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
    - b. Install with long joints continuous and with end joints staggered not less than 12 inches in adjacent rows.
    - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - d. Make joints between adjacent insulation boards not more than 1/4 inch in width.
    - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
    - f. Trim insulation so that water flow is unrestricted.
    - g. Fill gaps exceeding 1/4 inch with insulation.
    - h. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

### 3.5 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.

1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  2. At internal roof drains, conform to slope of drain sump.
    - a. Trim cover board so that water flow is unrestricted.
  3. Cut and fit cover board tight to nailers, projections, and penetrations.
- B. Place plates on insulation in required fastening patterns and secure in accordance with manufacturer's instructions.
1. Install plates and fasteners tight and flat to substrate with no dimpling, and with fastener extending 1 inch minimum into roof deck; do not overdrive fasteners.

### 3.6 INSTALLATION OF MECHANICALLY FASTENED ROOF MEMBRANE

- A. Mechanically fasten roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. For in-splice attachment, install roof membrane with long dimension perpendicular to steel roof deck flutes.
- D. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- E. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- F. Mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. In-Seam Attachment: Secure one edge of PVC sheet using fastening plates or metal battens centered within seam, and mechanically fasten PVC sheet to roof deck.
- I. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
  2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
  3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- J. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

### 3.7 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.8 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
  - 1. Install flexible walkways at the following locations:
    - a. Top and bottom of each roof access ladder.
    - b. Locations indicated on Drawings.
    - c. As required by roof membrane manufacturer's warranty requirements.
  - 2. Provide 6-inch clearance between adjoining pads.
  - 3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### 3.9 FIELD QUALITY CONTROL

- A. Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Engineer, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

### 3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Engineer and Owner.

- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. After membrane installation is complete, clean membrane using cleaning agents and procedures recommended by membrane manufacturer.
- E. Do not store new or demolished materials on new membrane. Do not allow traffic across new membrane.

### 3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
  - 1. Owner: **<Insert name of Owner>**.
  - 2. Owner Address: **<Insert address>**.
  - 3. Building Name/Type: **<Insert information>**.
  - 4. Building Address: **<Insert address>**.
  - 5. Area of Work: **<Insert information>**.
  - 6. Acceptance Date: \_\_\_\_\_.
  - 7. Warranty Period: **<Insert time>**.
  - 8. Expiration Date: \_\_\_\_\_.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
  - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;
    - b. peak gust wind speed exceeding 71 mph;
    - c. fire;
    - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    - f. vapor condensation on bottom of roofing; and

- g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
- 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
- 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
- 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
- 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
- 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
- 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

- 1. Authorized Signature: \_\_\_\_\_.
- 2. Name: \_\_\_\_\_.
- 3. Title: \_\_\_\_\_.

END OF SECTION 075419

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Low-slope roof sheet metal fabrications.

#### 1.2 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

#### 1.3 ACTION SUBMITTALS

- A. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.
- B. Special warranty.

#### 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
  - 1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested, shop is to be listed as able to fabricate required details as tested and approved.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
  2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

## 1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Finish Warranty Period: 20 years from date of Final Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change: 120 deg F , ambient; 180 deg F , material surfaces.

## 2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color: As selected by from manufacturer's full range.
  - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.
- C. Polymer coated sheet metal: Heat weldable 0.040 inch thick 3003-H14 aluminum, laminated with a 0.020 inch thick polymeric coating. Metal shall be compatible for hot air welding to membrane and flashing material.
  - 1. Color: As selected by Owner from manufacturer's full range.

## 2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

- D. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

## 2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
  - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
  - 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than one gauge thicker than metal being secured.
  - 1. Cleats shall be continuous.
- F. Seams:
  - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

## 2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing and Fascia Cap: Fabricate in minimum 96-inch- long, but not exceeding 12-foot- long sections. Furnish with 6-inch- wide, joint cover plates. Shop fabricate interior and exterior corners.
  - 1. Joint Style: Butted with expansion space and 6-inch- wide, exposed cover plate.
  - 2. Fabricate from the following materials:
    - a. Aluminum: 0.050 inch thick.
- B. Copings: Fabricate in minimum 96-inch- long, but not exceeding 12-foot- long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external and internal legs. Miter corners, fasten and seal watertight. Shop fabricate interior and exterior corners.
  - 1. Joint Style: Butted with expansion space and 6-inch- wide, exposed cover plate.
  - 2. Fabricate from the following materials:
    - a. Aluminum: 0.050 inch thick.
- C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch thick.
- D. Roof-Penetration Flashing: Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch thick.
- E. All cleats to be one gauge heavier than edge or coping metal.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
  3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
  5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
  6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
  7. Do not field cut sheet metal flashing and trim by torch.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of uncoated-aluminum sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
    - b. Form joints to completely conceal sealant.
    - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
    - d. Adjust setting proportionately for installation at higher ambient temperatures.
      - 1) Do not install sealant-type joints at temperatures below 40 deg F.
  2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

### 3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Downspouts:
  - 1. Join sections with 1-1/2-inch telescoping joints.
  - 2. Provide hangers with fasteners designed to hold downspouts securely to walls.
  - 3. Locate hangers at top and bottom and at approximately 60 inches o.c.
  - 4. Connect downspouts to underground drainage system.
- C. Parapet Scuppers:
  - 1. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 2. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.
  - 3. Loosely lock front edge of scupper with conductor head.
  - 4. Seal with elastomeric sealant exterior wall scupper flanges into back of conductor head.
- D. Conductor Heads: Anchor securely to wall, with elevation of conductor head rim at minimum of 1 inch below scupper discharge.

### 3.4 INSTALLATION OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.
  - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
  - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing:
  - 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
- C. Copings:
  - 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
  - 1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
  - 2. Extend counterflashing 4 inches over base flashing.
  - 3. Lap counterflashing joints minimum of 4 inches.

- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.5 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.6 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.

### 3.7 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Engineer.

END OF SECTION 076200

## SECTION 077100 - ROOF SPECIALTIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Roof-edge drainage systems.
- B. Preinstallation Conference: Conduct conference at Project site.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roof specialties.
  - 1. Include plans, elevations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
- C. Samples: For each type of roof specialty and for each color and texture specified.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For tests performed by a qualified testing agency.
- B. Sample warranty.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class.

#### 1.6 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
  - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
  - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
  - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. SPRI Wind Design Standard: Manufacture and install roof-edge specialties tested according to SPRI ES-1 and capable of resisting the following design pressures:
  1. Design Pressure: As indicated on Drawings.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  1. Temperature Change (Range): 120 deg F (67 deg C), ambient, material surfaces.

### 2.2 ROOF-EDGE SPECIALTIES

1. Formed Aluminum Counterflashing: Aluminum sheet, 0.040 inch (1.02 mm) thick.
  - a. Surface: Smooth, flat finish.
  - b. Finish: Two-coat fluoropolymer.
  - c. Color: As selected by Architect from manufacturer's full range.
2. Corners: Factory mitered and mechanically clinched and sealed watertight.
3. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.

### 2.3 ROOF-EDGE DRAINAGE SYSTEMS

- A. Gutters: Manufactured in uniform section lengths not exceeding 12 feet (3.6 m), with matching corner units, ends, outlet tubes, and other accessories. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
  1. Aluminum Sheet: 0.040 inch (1.02 mm) thick.
  2. Gutter Profile: Match existing gutter style.
  3. Corners: Factory mitered and soldered.
  4. Gutter Supports: see plans.

- B. Downspouts: Plain rectangular complete with machine-crimped elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
  - 1. Formed Aluminum: 0.040 inch (1.02 mm) thick.
- C. Aluminum Finish: Two-coat fluoropolymer.
  - 1. Color: As selected by Architect from manufacturer's full range.

## 2.4 COUNTERFLASHINGS

- A. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches (100 mm) and in lengths not exceeding 12 feet (3.6 m):
  - 1. Formed Aluminum: 0.040 inch thick.

## 2.5 MATERIALS

- A. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

## 2.6 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
  - 2. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
  - 3. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
- B. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- C. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.
- D. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.
- E. Solder for Copper: ASTM B32, lead-free solder.

## 2.7 FINISHES

- A. Coil-Coated Aluminum Sheet Finishes:

1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat.
- B. Copper Sheet Finishes:
  1. Non-Patinated Finish: Mill finish.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  4. Torch cutting of roof specialties is not permitted.
  5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  1. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
  1. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless otherwise indicated on Drawings.
  2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws, substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

### 3.2 INSTALLATION OF ROOF-EDGE SPECIALITIES

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

### 3.3 INSTALLATION OF ROOF-EDGE DRAINAGE-SYSTEM

- A. Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 12 inches (305 mm) apart. Attach ends with rivets and seal with sealant to make watertight. Slope to downspouts.
  - 1. Install gutter with expansion joints at locations indicated but not exceeding 50 feet (15.2 m) apart. Install expansion-joint caps.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1500 mm).
  - 1. Provide elbows at base of downspouts at grade to direct water away from building.
  - 2. Connect downspouts to underground drainage system indicated.

### 3.4 INSTALLATION OF COUNTERFLASHINGS

- A. Counterflashings: Ensure that counterflashings overlap 4 inches (100 mm) over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with butyl sealant. Fit counterflashings tightly to base flashings.

### 3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Remove temporary protective coverings and strippable films as roof specialties are installed.

END OF SECTION 077100

## SECTION 090190 – MAINTENANCE REPAINTING

### 1. GENERAL

#### 1.1 SUMMARY

- A. Section includes maintenance repainting as follows:
  - 1. Removing existing paint.
  - 2. Patching substrates.
  - 3. Repainting.

#### 1.2 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."

#### 1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523.
- B. *ASTM*: American Society for Testing & Materials.
- C. *ANSI*: American National Standards Institute.
- D. *PDS*: Product Data Sheet
- E. *MSDS*: Material Safety Data Sheet
- F. *OSHA*: Occupational Safety and Health Administration
- G. *DFT*: Dry Film Thickness. Units shall be in MILS (1 mil = 0.001 inches).
- H. *Coating*: Liquid, powder, or mastic composition that has been converted to a solid, durable, and functional adherent film after application.
- I. *Stripe Coat*: A coat of paint applied to specified areas such as edges to welds before or after a full coat is applied to the entire surface.
- J. *Exterior surfaces*: Exterior surfaces, excluding inaccessible areas, of the tank roof, shell, pedestal, legs, accessories, and appurtenances that are exposed to the elemental atmosphere.
- K. *Inaccessible areas*: Areas of the finished structure that, by virtue of the configuration of the completed structure, cannot be accessed to perform surface preparation or coating application.

- L. *Pot life*: The period of time, after mixing the components together, that the coating remains usable with no decrease in the desired properties or performance.

#### 1.4 GOVERNING STANDARDS FOR THE WORK

A. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued, or replaced. See the Drawings for information not contained herein.

B. Referenced publications found within this specification shall be the latest revision unless otherwise specified; and applicable parts of the referenced publications shall become a part of this specification as if fully included:

1. North Carolina State Building Code – 2018
2. ASTM International (ASTM):
  - i. ASTM B117 – Salt Spray (Fog)
  - ii. ASTM C140 – Water Absorption (Applied to Cast Mortar Cubes)
  - iii. ASTM C307 – Tensile Strength, Elongation, Modulus of Elasticity
  - iv. ASTM C531 – Thermal Expansion
  - v. ASTM C579 – Compressive Strength
  - vi. ASTM C580 – Flexural Strength and Modulus of Elasticity
  - vii. ASTM C67 – Water Absorption (Applied to Fire Clay Brick)
  - viii. ASTM C793 – Accelerated Weathering
  - ix. ASTM C97 – Water Absorption (Applied to Ohio Sandstone)
  - x. ASTM D1014 – Exterior Exposure
  - xi. ASTM D2047 – Coefficient of Friction
  - xii. ASTM D2240 - Hardness
  - xiii. ASTM D2247 - Humidity
  - xiv. ASTM D2370 – Tensile Strength, Elongation, Modulus of Elasticity
  - xv. ASTM D2794 - Impact
  - xvi. ASTM D3273 – Fungal/Mold/Mildew Resistance
  - xvii. ASTM D4060 - Abrasion
  - xviii. ASTM D4141, Method C (EMMAQUA) – Exterior Exposure
  - xix. ASTM D4541 – Adhesion
  - xx. ASTM D4585 – Humidity
  - xxi. ASTM D4587 – QUV Exposure
  - xxii. ASTM D522 – Flexibility and Elongation
  - xxiii. ASTM D5590 – Fungal/Mold/Mildew/Algal Resistance
  - xxiv. ASTM D5894 – Cyclic Salt Fog/UV Exposure
  - xxv. ASTM D624 – Tear Strength
  - xxvi. ASTM D638 – Tensile Strength, Elongation, Modulus of Elasticity
  - xxvii. ASTM D648 – Deflection Temperature
  - xxviii. ASTM D6695 – Xenon Arc Weathering

- xxix. ASTM D695 – Compressive Strength
- xxx. ASTM D7091 – Dry film thickness
- xxxi. ASTM D7234 - Adhesion
- xxxii. ASTM D790 – Flexural Strength and Modulus of Elasticity
- xxxiii. ASTM D870 – Immersion
- xxxiv. ASTM G85 – Prohesion

## 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at the project site.

## 1.6 ACTION SUBMITTALS

- A. Submit manufacturer's literature and other data as required to certify compliance with requirements and systems specified herein. Minimum data submittals are:
  1. Containment system and methods.
  2. Coating application equipment including spray equipment (pumps, hoses, application tip sizes, etc.) rollers with nap sizes where appropriate.
  3. Product literature and data of all coating materials to be used.
  4. Hazardous material disposal documentation if applicable.
  5. Job personnel and certifications. Personnel certifications such as AMPP (formerly NACE or SSPC) coating inspector certifications and requisite paperwork.
  6. Any necessary shop drawings for Work denoted in specifications or Drawings.
  7. Color chart for selection by OWNER. Manufacturer's color charts shall be submitted to the OWNER at least ten (10) days prior to paint application.
  8. VOC (Volatile Organic Compound) Requirements: Submit manufacturer's certification that paints and coatings comply with federal, state, and local requirements, whichever is more stringent, for VOC.
- B. Samples: For each type of paint system and each pattern, color, and gloss.

## 1.7 QUALITY ASSURANCE

- A. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the OWNER.
- B. The CONTRACTOR shall submit with their bid package a listing of key personnel proposed for this project, such as the following positions: Project Manager, Quality Control Manager, Foreman, as well as any Subcontractors - such as 3<sup>rd</sup> party inspector(s) - that will be utilized. CONTRACTORS who fail to submit this information along with their bid package may not be considered for the subject project. The Engineer and OWNER reserve the right to reject any personnel employed by the CONTRACTOR. After award of contract, if replacement personnel for any of the above

supervisory positions must be used, approval must be obtained from the Engineer and OWNER prior to commencement of Work.

- C. Clarification shall be requested promptly from the OWNER when instructions are lacking, conflicts occur in the Specifications, or the procedure seems improper or inappropriate for any reason. The OWNER'S decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.
- D. Color Matching: Custom computer-match paint colors to existing colors.
- E. Mockups: Prepare mockups of maintenance repainting processes for each type of coating system and substrate indicated and each color and finish required to demonstrate aesthetic effects and to set quality standards for materials and execution. Duplicate appearance of approved Sample submittals.
  - 1. Surface-preparation mockups using applicable specified methods of cleaning and other surface preparation.
  - 2. Coating mockups to represent surfaces and conditions for application of each type of coating system.

## 2. PRODUCTS

### 2.1 PREPARATORY CLEANING MATERIALS

- A. Water: Potable.
- B. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for every 5 gal. (20 L) of solution required.
- C. Mildewcide: Commercial proprietary mildewcide or a job-mixed solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) of warm water.

### 2.2 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: match existing color and gloss.

## 2.3 PAINT MATERIALS, GENERAL

- A. Transition Coat: Paint manufacturer's recommended coating for use where a residual existing coating is incompatible with the paint system.

## 2.4 PAINT MATERIAL MANUFACTURERS

- A. The CONTRACTOR may select the basis of design product or may submit an equal product meeting the performance characteristics and mil thicknesses of the basis of design product. Approved manufacturers are the following: Tnemec (basis of design), Sherwin Williams, PPG, and Carboline.
- B. "Equal" products to the basis of design products indicated in these specifications will be reviewed if submitted. Equal products shall include manufacturer's literature for each product giving the name product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing equivalent or better performance criteria of the products indicated herein. No product will be considered that will decrease film thickness or offer a change in the generic type of coatings specified. In addition, a list of five similar projects shall be submitted in which each product has been used and rendered satisfactory service.
- C. No substitution will be considered unless request for approval has been submitted by the bidder and has been received by Engineer at least five days prior to bid closing date. The burden of proof of the merit of the proposed substitute is upon the bidder. The OWNER'S decision of approval or disapproval of the proposed substitute shall be final.

## 2.5 PAINT MATERIALS

- A. Exterior wood substrates:
  1. Surface Preparation: Power wash with a maximum of 1,200 PSI to remove all loose paint, loose wood, dirt, debris and other foreign matter. Surface shall be clean and dry.
  2. 1<sup>st</sup> Coat: Waterborne Modified Polyamine Epoxy applied at 0.7 – 1.5 dry mils  
Basis of design product: Tnemec Series 151 Elasto-Grip FC
  3. 2nd Coat: Modified Waterborne Acrylate applied at 6.0 – 8.0 dry mils  
Basis of design product: Tnemec Series 156 Enviro-Crete
  4. 3rd Coat: Modified Waterborne Acrylate applied at 6.0 – 8.0 dry mils  
Basis of design product: Tnemec Series 156 Enviro-Crete

## 2.6 PATCHING MATERIALS

- A. Wood-Patching Compound: Two-part, epoxy-resin, wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair

indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated from weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.

### 3. EXECUTION

#### 3.1 MAINTENANCE REPAINTING, GENERAL

- A. Execution of the Work: In repainting surfaces, disturb them as minimally as possible and as follows:
  - 1. Remove failed coatings and repaint.
  - 2. Verify that substrate surface conditions are suitable for repainting.
  - 3. Allow other trades to repair items in place before repainting.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use gentle methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail.
- C. Heat Processes: Do not use torches, heat guns, or heat plates.

#### 3.2 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of painting work. Comply with paint manufacturer's written instructions for inspection.
- B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMU): 12 percent.
  - 3. Wood: 15 percent.
- C. Alkalinity: Do not begin application of coatings unless surface alkalinity is within range recommended in writing by paint manufacturer. Conduct alkali testing with litmus paper on exposed plaster, cementitious, and masonry surfaces.

#### 3.3 PREPARATORY CLEANING

- A. See specific surface preparation requirements in Paragraph 2.4.
- B. Solvent Cleaning: Use solvent cleaning to remove oil, grease, smoke, tar, and asphalt from painted or unpainted surfaces before other preparation work. Wipe surfaces with

solvent using clean rags and sponges. If necessary, spot-solvent cleaning may be employed just prior to commencement of paint application, provided enough time is allowed for complete evaporation. Use clean solvent and clean rags for the final wash to ensure that all foreign materials have been removed. Do not use solvents, including primer thinner and turpentine, that leave residue. Only use solvents that are approved for use by the selected coating manufacturer.

- C. Mildew: Clean off existing mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. Rinse with water applied by clean rags or sponges.
- D. Chemical Rust Removal: N/A.

### 3.4 SUBSTRATE REPAIR

- A. See specific surface preparation requirements in Paragraph 2.4.
- B. General: Repair substrate surface defects that are inconsistent with the surface appearance of adjacent materials and finishes.
- C. Wood Substrate:
  - 1. Repair wood defects including dents and gouges more than 1/4 inch in size and all holes and cracks by filling with wood-patching compound and sanding smooth. Reset or remove protruding fasteners.
  - 2. Where existing paint is allowed to remain, sand irregular buildup of paint, runs, and sags to achieve a uniformly smooth surface.

### 3.5 PAINT APPLICATION, GENERAL

- A. Prepare surfaces to be painted according to the Surface-Preparation Schedule and with manufacturer's written instructions for each substrate condition.
- B. Apply a transition coat over incompatible existing coatings.
- C. Coating and paint application shall conform to the requirements of the Steel Structures Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting," and the manufacturer of the coating and paint materials.
- D. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer.
- E. Thinning shall be permitted only as recommended by the manufacturer and approved by the OWNER.
- F. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass, hardware, aluminum elements such as guardrails and ladders, fiberglass, or

vent screens. See Section 4.2 for schedule of elements to be coated and elements not to be coated. If confusion arises regarding elements to coat, contact the OWNER or Engineer for clarification prior to bid.

- G. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- H. All ingredients in any container of the coating materials shall be thoroughly mixed and shall be agitated often enough during application to keep the pigment suspended. Should thinning be required, the correct thinners must be used for each respective coating used. Minimal amounts will be used and amounts will not exceed the amounts specified by the coating manufacturer. Excessive thinning and creation of too thin materials, which contribute to runs, sags, or drips in the applied coatings will be unacceptable and personnel creating/performing such conditions will not be allowed to continue material preparations or applications.
- I. Application of coatings may be spray or roller applied unless otherwise permitted by the selected manufacturer's product data. If rollers are used, adhere to product manufacturer's literature as multiple coats may be required to obtain the specified DFT. Roller naps are to be as specified by the manufacturer's literature. All material shall be evenly applied to form a smooth, continuous, unbroken coating and within the specified coating thickness.
- J. Protective coverings or drop cloths shall be used to protect Masonry walls. Care shall be exercised to prevent coatings or paint from being spattered onto surfaces that are not to be coated or painted. Surfaces from which materials cannot be removed satisfactorily shall be recoated or repainted as required to produce a finish satisfactory to the OWNER.
- K. Dry film thickness per coat shall be within the ranges required by the selected coating data sheet and this specification.
- L. Provide proper application equipment, including ladders, scaffolding, masking materials, and tools to perform all Work. Ladders and scaffolding shall meet or exceed UL requirements and Metal Ladder Manufacturer's Association
- M. All material shall be applied as specified in these documents and Drawings as well as the manufacturer's product data.

### 3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage paint-remover manufacturer's factory-authorized service representative for consultation and Project-site inspection and to provide on-site assistance when requested by Architect.

### 3.7 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.8 PROTECTION, DISPOSAL, & CLEANUP

- A. It shall be the responsibility of the CONTRACTOR to protect at all times materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint Work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting Work.
- B. Provisions shall be made to contain all debris, blast media, and paint chips generated from the cleaning operations. The CONTRACTOR will be required to protect the ground surface and collect and dispose of all debris generated during the removal of the existing coating as outlined above at no cost to the OWNER.
- C. The CONTRACTOR shall follow all federal, state, and OSHA regulations in dealing with lead-based paints and their removal.
  - 1. Due to the age of construction, CONTRACTOR to assume the presence of lead-based paint and all work shall be in accordance with OSHA Safety & Health Standards 29 CFR 1910.1025.
  - 2. The CONTRACTOR shall be responsible to make provisions to contain any cleaning residue and/or old paint. Blast cleaning operations shall not begin until the containment method is approved by the OWNER'S representative.
  - 3. All debris shall be placed in approved containers. CONTRACTOR shall be responsible for all permits, disposal, and costs required for the disposal of any and all blasting debris generated as part of this contract. CONTRACTOR shall take positive steps to ensure that the blasting debris is separated from other debris to minimize owner's disposal costs.
- D. Upon completion of the Work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the OWNER. Coating or paint spots and oil or stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces, the OWNER's property, or adjacent properties resulting from the Work shall be cleaned, repaired, or refinished to the satisfaction of the OWNER at no cost to the OWNER.
- E. The CONTRACTOR is responsible for the removal and proper disposal of all hazardous materials from the job site in accordance with Local, State and Federal requirements as outlined by the Environmental Protection Agency.

### 3.9 EXTERIOR MAINTENANCE REPAINTING SCHEDULE

A. Exterior elements to be coated during this project:

1. See Drawings.

B. Elements to be protected from coating during this project:

1. Existing exterior of building.

END OF SECTION 090190.52

# FORM OF PROPOSAL

Telecommunications – Roof Replacement  
Fayetteville State University  
SCO ID # 24-27566-01A

Contract: \_\_\_\_\_  
Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the  
**Fayetteville State University**

in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

## TELECOMMUNICATIONS - ROOF REPLACEMENT

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of

**Fayetteville State University and Fleming & Associates, PA**

with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

### SINGLE PRIME CONTRACT:

Base Bid: \_\_\_\_\_ Dollars(\$)

General Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

Plumbing Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

Mechanical Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

Electrical Subcontractor:  
\_\_\_\_\_ Lic \_\_\_\_\_

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

**ALTERNATES: NO ALTERNATES**

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**UNIT PRICES**

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Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

**GENERAL CONTRACT:**

No. 01	2x6 T&G Roof Decking	per square foot	Unit Price (\$) _____
No. 02	2x6 Nailers	per linear foot	Unit Price (\$) _____
			_____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

## **MINORITY BUSINESS PARTICIPATION REQUIREMENTS**

*Provide with the bid* - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

**NOTE:** A contractor that performs all of the work with its own workforce may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

*After the bid opening* - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

**\* OR \***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

**Note:** Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

# Proposal Signature Page

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The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of \_\_\_\_\_

\_\_\_\_\_  
(Name of firm or corporation making bid)

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print or type

Title \_\_\_\_\_  
(Owner/Partner/Pres./V.Pres)

Address \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

License No. \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Email Address: \_\_\_\_\_

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_ Addendum No. 5 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_ Addendum No. 6 \_\_\_\_\_ Addendum No. 7 \_\_\_\_\_



# 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:

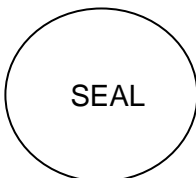
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 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

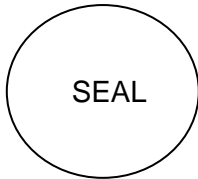
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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.**

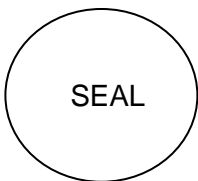
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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:

- A. 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.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. 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.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. 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.

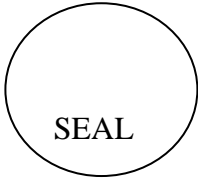
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 \_\_\_\_\_

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

\_\_\_\_\_ as principal, and \_\_\_\_\_, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto The State of North Carolina through Fayetteville State University as obligee in the penal sum of \_\_\_\_\_ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_ 20\_\_

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

**FORM OF CONSTRUCTION CONTRACT**

(ALL PRIME CONTRACTS)

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_

hereinafter called the Party of the First Part and the State of North Carolina through Fayetteville State University as obligee hereinafter called the Party of the Second Part.

**WITNESSETH:**

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

1. Scope of Work: The Party of the First Part shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management, and drawings, titled:

\_\_\_\_\_  
\_\_\_\_\_

Consisting of the following sheets:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ and the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within \_\_\_\_\_ consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the

considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

---

(\$ \_\_\_\_\_).

Summary of Contract Award:

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt from the Designer. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.

5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.

6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in \_\_\_\_\_ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

The State of North Carolina through\*

(CORPORATE SEAL)

\_\_\_\_\_  
(Agency, Department or Institution)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM OF PERFORMANCE BOND**

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal  
(Contractor) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting  
Body: \_\_\_\_\_

Amount of Bond: \_\_\_\_\_

Project

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

\_\_\_\_\_  
(Surety Company)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Attorney in Fact)

Countersigned:

\_\_\_\_\_

(Surety Corporate Seal)

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

**FORM OF PAYMENT BOND**

Date of Contract: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_  
Name of Principal  
(Contractor) \_\_\_\_\_  
Name of Surety: \_\_\_\_\_  
Name of Contracting  
Body: \_\_\_\_\_  
Amount of Bond: \_\_\_\_\_  
Project \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
(Proprietorship or Partnership)

Attest: (Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

By: \_\_\_\_\_

Title \_\_\_\_\_  
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

\_\_\_\_\_  
(Surety Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Attorney in Fact)

Witness:

\_\_\_\_\_

Countersigned:

\_\_\_\_\_

\_\_\_\_\_  
(N.C. Licensed Resident Agent)

\_\_\_\_\_

\_\_\_\_\_  
Name and Address-Surety Agency

\_\_\_\_\_

\_\_\_\_\_  
Surety Company Name and N.C.  
Regional or Branch Office Address

(Surety Corporate Seal)

# Sheet for Attaching Power of Attorney

# Sheet for Attaching Insurance Certificates

# APPROVAL OF THE ATTORNEY GENERAL

**CERTIFICATION BY THE OFFICE OF STATE  
BUDGET AND MANAGEMENT**

Provision for the payment of money to fall due and payable by the

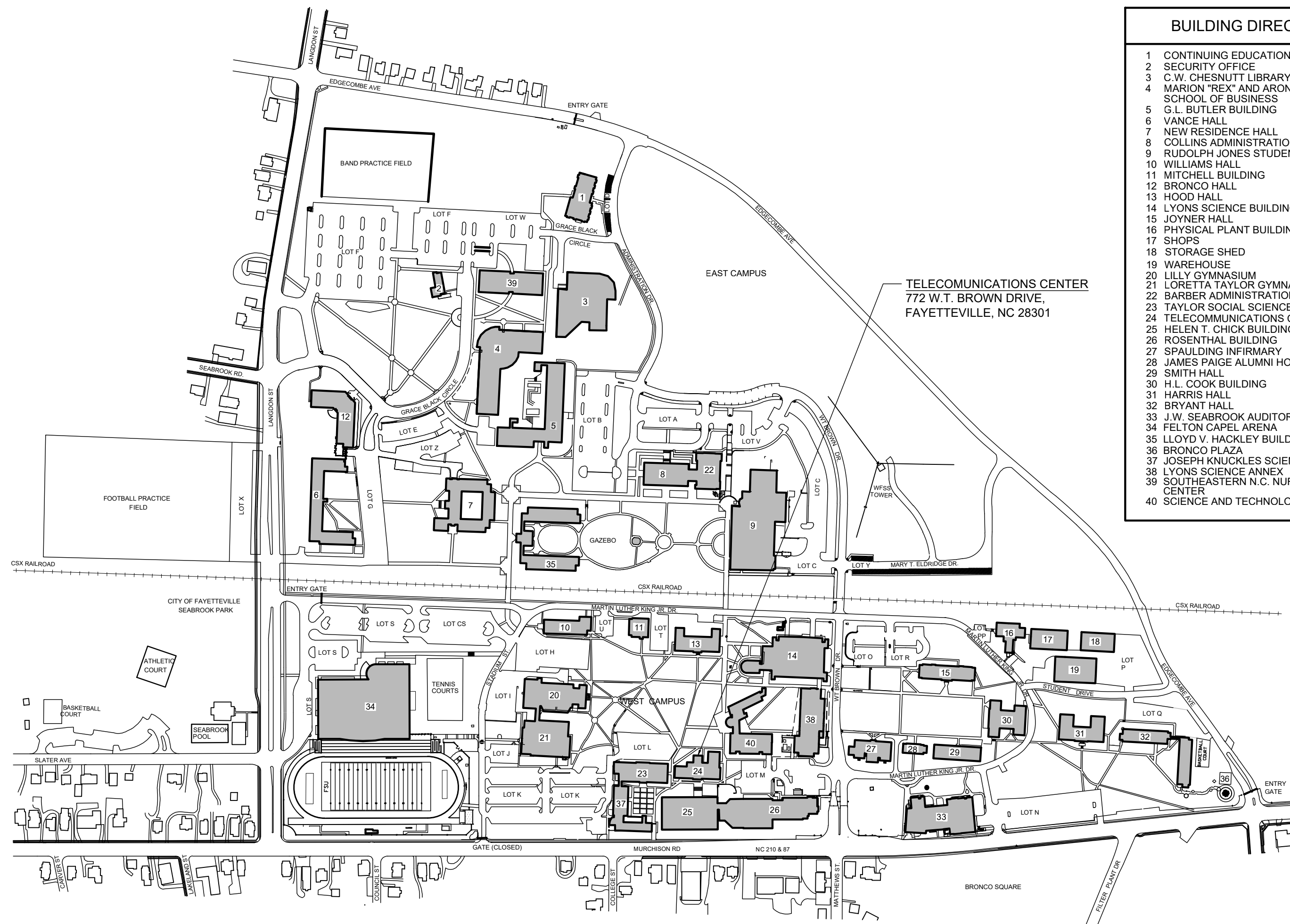
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under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed \_\_\_\_\_  
Budget Officer

# CAMPUS MAP



BUILDING DIRECTORY	
1	CONTINUING EDUCATION BUILDING
2	SECURITY OFFICE
3	C.W. CHESNUTT LIBRARY
4	MARION "REX" AND ARONUL E. HARRIS SCHOOL OF BUSINESS
5	G.L. BUTLER BUILDING
6	VANCE HALL
7	NEW RESIDENCE HALL
8	COLLINS ADMINISTRATION COMPLEX
9	RUDOLPH JONES STUDENT CENTER
10	WILLIAMS HALL
11	MITCHELL BUILDING
12	BRONCO HALL
13	HOOD HALL
14	LYONS SCIENCE BUILDING
15	JOYNER HALL
16	PHYSICAL PLANT BUILDING
17	SHOPS
18	STORAGE SHED
19	WAREHOUSE
20	LILLY GYMNASIUM
21	LORETTA TAYLOR GYMNASIUM
22	BARBER ADMINISTRATION BUILDING
23	TAYLOR SOCIAL SCIENCES
24	TELECOMMUNICATIONS CENTER
25	HELEN T. CHICK BUILDING
26	ROSENTHAL BUILDING
27	SPAULDING INFIRMARY
28	JAMES PAIGE ALUMNI HOUSE
29	SMITH HALL
30	H.L. COOK BUILDING
31	HARRIS HALL
32	BRYANT HALL
33	J.W. SEABROOK AUDITORIUM
34	FELTON CAPEL ARENA
35	LLOYD V. HAGKLEY BUILDING
36	BRONCO PLAZA
37	JOSEPH KNUCKLES SCIENCE ANNEX
38	LYONS SCIENCE ANNEX
39	SOUTHEASTERN N.C. NURSING ED. CENTER
40	SCIENCE AND TECHNOLOGY BUILDING

# PROJECT TITLE

# ROOF REPLACEMENT

## AT TELECOMMUNICATIONS CENTER

## FOR FAYETTEVILLE STATE UNIVERSITY

772 W.T. BROWN DR.  
FAYETTEVILLE, NORTH CAROLINA 28301

SCO ID # 24-27566-01A

**FF FLEMING & ASSOCIATES, PA**  
• STRUCTURAL ENGINEERING  
• BUILDING ENCLOSURES  
1004 HAY STREET, FAYETTEVILLE, NC 28305  
OFFICE 910-433-2825  
FAX 910-433-2604  
www.flemingassociates.com  
Firm License No. C-2828

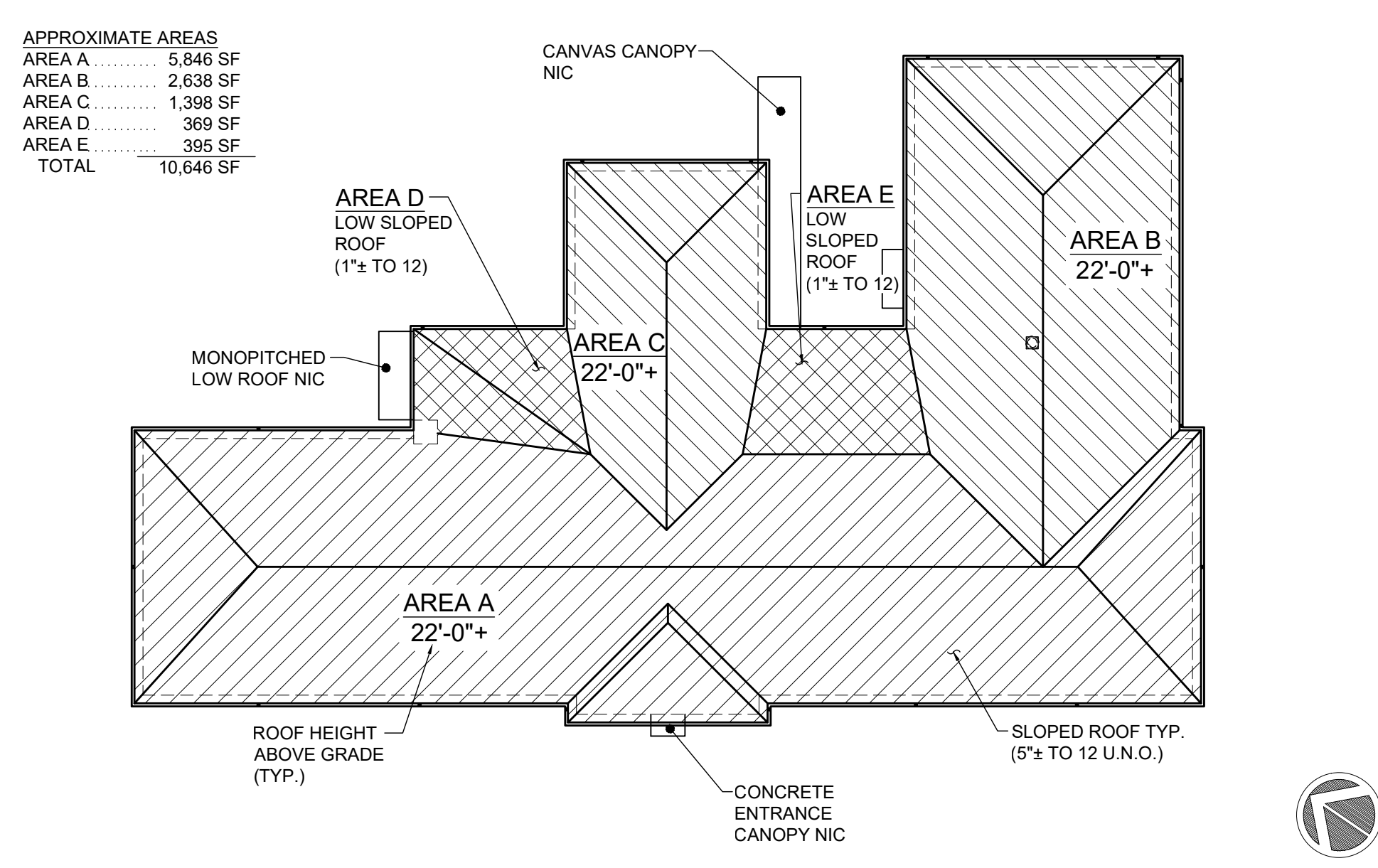


CONSTRUCTION SET

### GENERAL NOTES

- CONTRACTOR TO KEEP ON THE JOB SITE A CURRENT COPY OF ALL DRAWINGS, SPECIFICATIONS, ADDENDA, SHOP DRAWINGS AND REVISION DRAWINGS AS ISSUED.
- EXISTING CONDITIONS ARE SHOWN ON THE DRAWINGS FOR THE CONTRACTOR'S CONVENIENCE AND DO NOT LIMIT OR ALTER THE CONTRACTOR'S RESPONSIBILITY TO INCLUDE ALL ITEMS CLEARLY VISIBLE BY ON-SITE INSPECTION.
- EXISTING CONDITIONS SHOWN ON DRAWINGS ARE BASED ON VISUAL OBSERVATION ONLY. NOTIFY ENGINEER IMMEDIATELY IF NEW DETAILS SHOWN ON DRAWINGS ARE NOT COMPATIBLE WITH EXISTING CONDITIONS. CONSULT ENGINEER TO DETERMINE IF REVISED DETAILS ARE NECESSARY.
- ALL WORK, INCLUDING BUT NOT LIMITED TO HVAC AND ELECTRICAL, SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE STATE OF NORTH CAROLINA FOR THAT TYPE OF WORK. NOTIFY OWNER PRIOR TO DISCONNECTING ANY EQUIPMENT. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY DISCONNECTIONS AND RECONNECTIONS. ANY ELECTRICAL CONDUIT REMOVED AND ASSOCIATED WIRING DISCONNECTED AND RE-TERMINATED MUST COMPLY WITH NEC CHAPTER 3 WIRING METHODS.
- CONTRACTOR HAS SOLE RESPONSIBILITY FOR SITE SAFETY. BUILDING WILL BE OCCUPIED DURING CONSTRUCTION. CONTRACTOR MUST ENSURE THAT ALL EGRESS PATHS, EXITS AND EXIT DISCHARGE ROUTES ARE KEPT CLEAR AND UNIMPEDED AT ALL TIMES.
- ALL DAMAGE, INJURY, OR LOSS TO ANY PROPERTY CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY CONTRACTOR, OR ANYONE FOR WHOM THE CONTRACTOR MAY BE LIABLE, SHALL BE REMEDIED BY CONTRACTOR AT ITS EXPENSE.
- APPLICATIONS FOR PAYMENT REQUESTING PAYMENT FOR MATERIALS STORED ON SITE SHALL BE ACCOMPANIED WITH INVOICES TOTALING THE AMOUNT REQUESTED OR MORE.
- THE CONTRACTOR SHALL SUBMIT A COPY OF ANY BUILDING PERMITS TO THE ENGINEER.
- CONTRACTOR MUST NOTIFY THE ENGINEER OF ANY OMISSIONS, CONTRADICTIONS OR CONFLICTS SEVEN (7) WORKING DAYS BEFORE BID DATE. IF CONTRACTOR DOES NOT SO NOTIFY THE ENGINEER OF ANY SUCH CONDITION, IT WILL BE ASSUMED THAT, IN THE CASE OF OMISSIONS, THE CONTRACTOR HAS INCLUDED THE NECESSARY ITEMS IN THE BID TO COMPLETE THIS SPECIFICATION. IT WILL BE ASSUMED THAT, IN THE CASE OF CONTRADICTIONS OR CONFLICTS, THE CONTRACTOR HAS INCLUDED THE MOST STRINGENT REQUIREMENTS SHOWN ON THE CONTRACT DOCUMENTS.

### KEY PLAN



### INDEX OF DRAWINGS

SHEET	TITLE
G1.0	INDEX OF DRAWINGS, KEY PLAN, CAMPUS MAP, AND GENERAL NOTES
G1.1	NC BUILDING CODE SUMMARY FOR COMMERCIAL ROOF PROJECTS, ROOF ASSEMBLY, AND SITE PLAN
D1.0	DEMOLITION ROOF PLAN, LEGEND, DETAILS, AND NOTES
R1.0	ROOF PLAN, NOTES, LEGEND, AND SECTIONS
R1.1	DETAILS AND TYPICAL ROOF DETAILS

PROJECT NAME  
**ROOF REPLACEMENT AT TELECOMMUNICATION CENTER FAYETTEVILLE STATE UNIVERSITY**  
772 W.T. BROWN DR. FAYETTEVILLE, NC 28301  
SCO ID# 24-27566-01A

DESIGNED BY  
**S. FLEMING, PE, RBEC**

DRAWN BY  
**S. WHEELER**

CHECKED BY  
**S. FLEMING, PE, RBEC**

NO.	REASON	DATE

INDEX OF DRAWINGS, KEY PLAN, CAMPUS MAP, AND GENERAL NOTES

# SITE PLAN



## LEGEND

KEY	DESCRIPTION	REQUIRED DURATION
	CONTRACTOR PARKING	DURATION OF PROJECT
	DUMPSTER	DURATION OF PROJECT
	FENCED STAGING AREA	DURATION OF PROJECT
	DELIVERY TRAFFIC ROUTE	INITIAL MOBILIZATION
	MATERIAL HANDLING CORRIDOR	DURATION OF PROJECT
	OVERHEAD PROTECTION	DURATION OF PROJECT
	SIGNAGE	INITIAL MOBILIZATION
	CHAINLINK PERIMETER FENCING	DURATION OF PROJECT
	PORTABLE TOILET	DURATION OF PROJECT

## SITE PLAN NOTES

- THIS IS A PRELIMINARY SITE AND LOGISTIC PLAN WITH PROPOSED LOCATIONS AND DURATIONS. FINAL LOCATIONS, DURATION REQUIREMENTS, AND LOGISTICS TO BE DEVELOPED BETWEEN OWNER AND CONTRACTOR PRIOR TO THE START OF SITE WORK.
- MATERIAL STAGING MEANS AND METHODS TO BE BY CONTRACTOR. CONTRACTOR TO COORDINATE STAGING WITH OWNER TO PREVENT INTERFERENCE WITH OWNER SCHEDULED EVENTS.
- CRANE LOCATION NOT SHOWN. CRANE REQUIREMENTS AND ACCEPTABLE PLACEMENT OF CRANE TO BE CONFIRMED BY CONTRACTOR PRIOR TO START OF THE WORK. COORDINATE LOCATION OF CRANE WITH OWNER. LOCATE BELOW GRADE UTILITIES TO AVOID POTENTIAL DAMAGE TO UTILITIES.
- CONDITION OF EXISTING GROUNDS: MAINTAIN PORTIONS OF EXISTING GROUNDS, LANDSCAPING, AND HARDSCAPING AFFECTED BY CONSTRUCTION OPERATIONS THROUGHOUT CONSTRUCTION PERIOD. REPAIR DAMAGE CAUSED BY CONSTRUCTION OPERATIONS. REPAIR TO DAMAGED LANDSCAPING TO BE PERFORMED BY A LICENSED LANDSCAPING CONTRACTOR. DAMAGED TURF TO BE REPLACED WITH NEW SOD AND WATERED DAILY UNTIL TURF IS ESTABLISHED.

Name of Project: Roof Replacement for Telecommunications Center  
 Address: 772 W.T. Brown Dr., Fayetteville NC Zip Code 28301  
 Proposed Use: B (Business - 12th grade) (No change)  
 Owner/Authorized Agent: Harold Miller Phone # (910) 672-1952 E-mail hmiller@uncfsu.edu  
 Owned By:  City/County  Private  State  
 Code Enforcement Jurisdiction:  City  County  State

**LEAD DESIGN PROFESSIONAL:**  
 DESIGN FIRM Fleming & Associates, PA  
 DESIGNER NAME Stephen Fleming, PE, RBEC  
 LICENSE # 11278 TELEPHONE # (910) 433-2825 E-MAIL s.fleming@flemingandassociates.com

**EDITION OF CODE:** 2018 NC State Building Code: Existing Building Code  
 Addition  Alteration- Level 1  Alteration- Level 2  Alteration- Level 3  Repair  
 CONSTRUCTED: (date) CIRCA 1937  
 REPAIR: (date) N/A  
 RECOVER: (date) N/A

**BASIC BUILDING DATA**  
 Construction Type:  I-A  II-A  III-A  IV  V-A  
 I-B  II-B  III-B  V-B  
 Sprinklers:  No  Partial  Yes  NFPA 13  NFPA 13R  NFPA 13D  
 Standpipes:  No  Yes Class  I  II  III  Wet  Dry  
 Fire District:  No  Yes (Primary)  
 Building Height: (feet) 25 feet

**OCCUPANCY:**  
 Assembly   
 Business   
 Educational   
 Factory  F-1 and F-2  
 Hazardous  H-1 Detonate  H-2 Deflagrate  H-3 Combust  H-4 Health  H-5 HPM  
 Institutional   
 Mercantile   
 Residential  R-1  R-2  R-3  R-4  
 Storage  S-1, S-2, Parking Garage, Repair Garage  
 Utility and Miscellaneous

**ALLOWABLE AREA**

BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY
Roof Construction including supporting beams and joists	NA	NA	P907

**DESIGN LOADS:**  
**Wind Uplift Resistance** (This section to be duplicated for each distinct roof area)  
 Basic Wind Speed ( $V_{wb}$ ) 121 mph (ASCE 7-10)  
 Exposure Category C  
**Design Pressure (psf)** (includes factor of safety of 2.0):  

	Roof Area	All Other Roof Areas
Field	54.2	N/A
Perimeter	90.9	N/A
Corner	136.8	N/A
Perimeter Width	4'	N/A
Corner Dimension	4'x4'	N/A

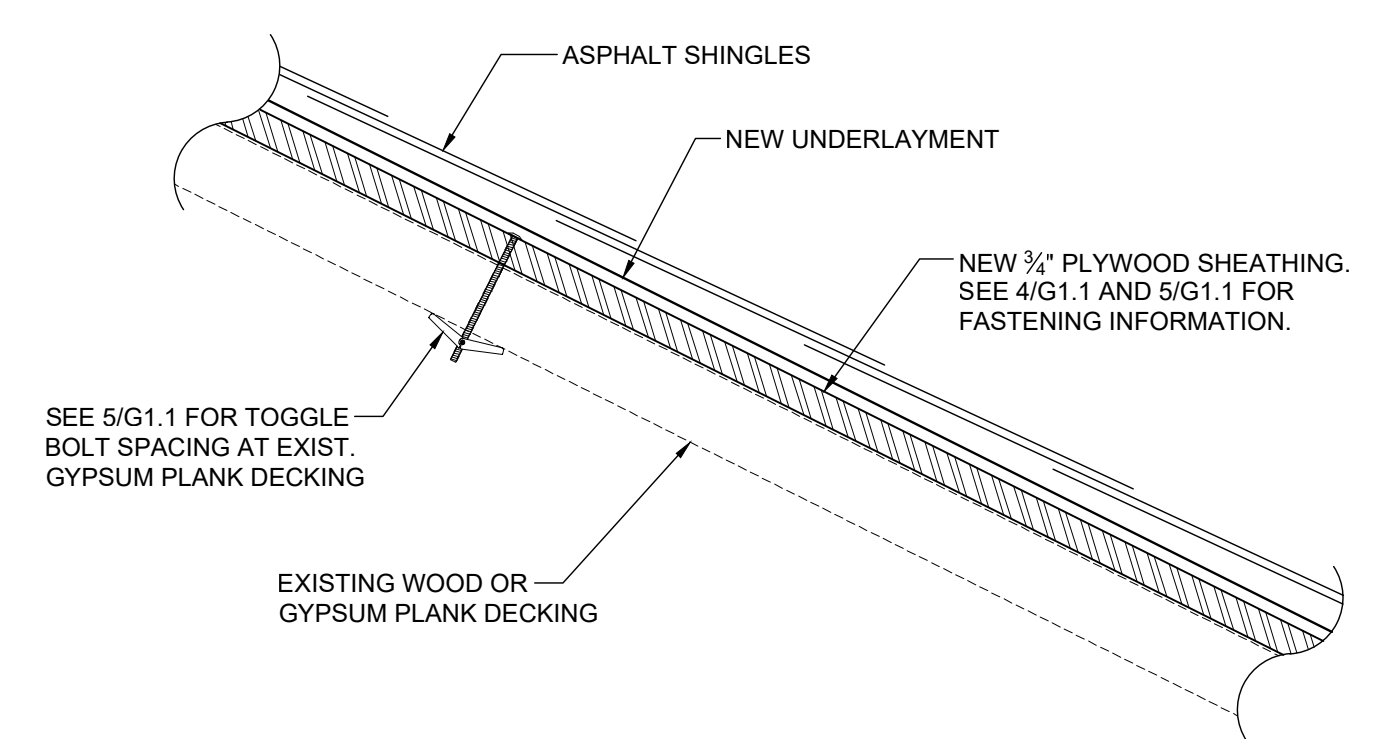
  
**Dead Loads:** Existing Roof Load 7.0 psf (components above roof deck only)  
 Replacement Roof Load 7.0 psf (components above roof deck only)  
 Net Load Change 0.0 psf (components above roof deck only)  
  
**Live Load (Roof):** 20psf (per 1935 NC State Building Code)  
**Snow Load:** 0psf  
**Risk Category:** II

**ENERGY REQUIREMENTS:**  
 The following data shall be considered minimum and any special attribute required to meet the North Carolina Energy Conservation Code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.  
 Climate Zone:  3  4  5  
  
**Method of Compliance:**  
 Prescriptive (Energy Code)  
 Performance (Energy Code)  
 Prescriptive (ASHRAE 90.1-2013)  
 Performance (ASHRAE 90.1-2013)  
 "No less conforming... than the existing building" (NCEBC 708.1.1 Exception 4)

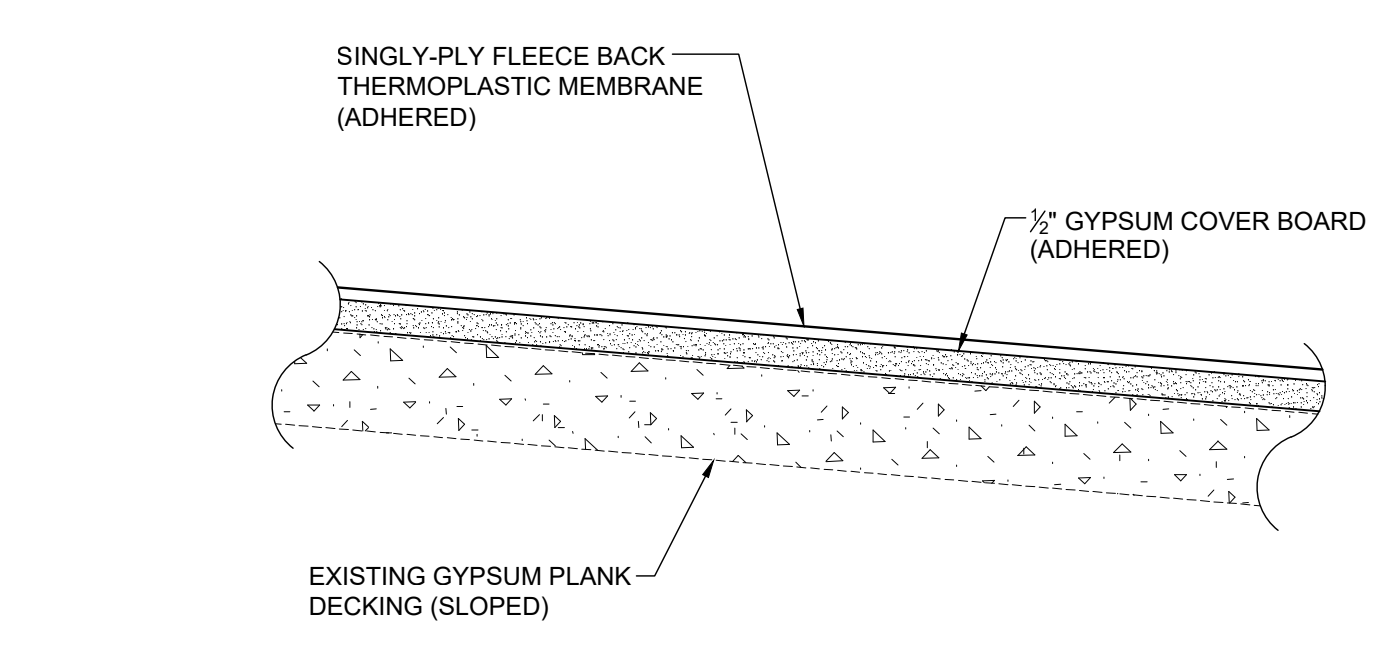
**THERMAL ENVELOPE:**  
**Roof/Ceiling Assembly** (each assembly)  
 Description of Assembly \_\_\_\_\_  
 U-value of total assembly U - 0.10  
 R-value of insulation R-10 (CEILING)  
 Skylights in each assembly N/A  
 U-Value of skylight \_\_\_\_\_  
 total square footage of skylights in each assembly \_\_\_\_\_

**ROOF DRAINAGE SYSTEM DESIGN CALCULATION/SIZING**  
 Existing system calculation: WORST CASE: (LARGEST DRAINAGE AREA)  
 EXIST: 5"W x 4"H GUTTER DRAINING 1,485 FT<sup>2</sup> OF ROOF AREA WITH MAX. DISTANCE BETWEEN DOWNSPOUTS OF 48 FT. HAS A CAPACITY OF 6407 FT<sup>3</sup>(IN/HR) AT 4.0 IN/HR RAINFALL THE REQUIRED GUTTER CAPACITY IS 5940 FT<sup>3</sup>(IN/HR). THEREFORE, GUTTER SIZE IS ADEQUATE.  
 DISCHARGE CAPACITY OF 3" x 4" DOWNSPOUT IS 11,740 FT<sup>3</sup>(IN/HR). THEREFORE, DOWNSPOUT SIZE IS ADEQUATE  
 Modification to existing system: NO MODIFICATIONS TO EXISTING SYSTEM.

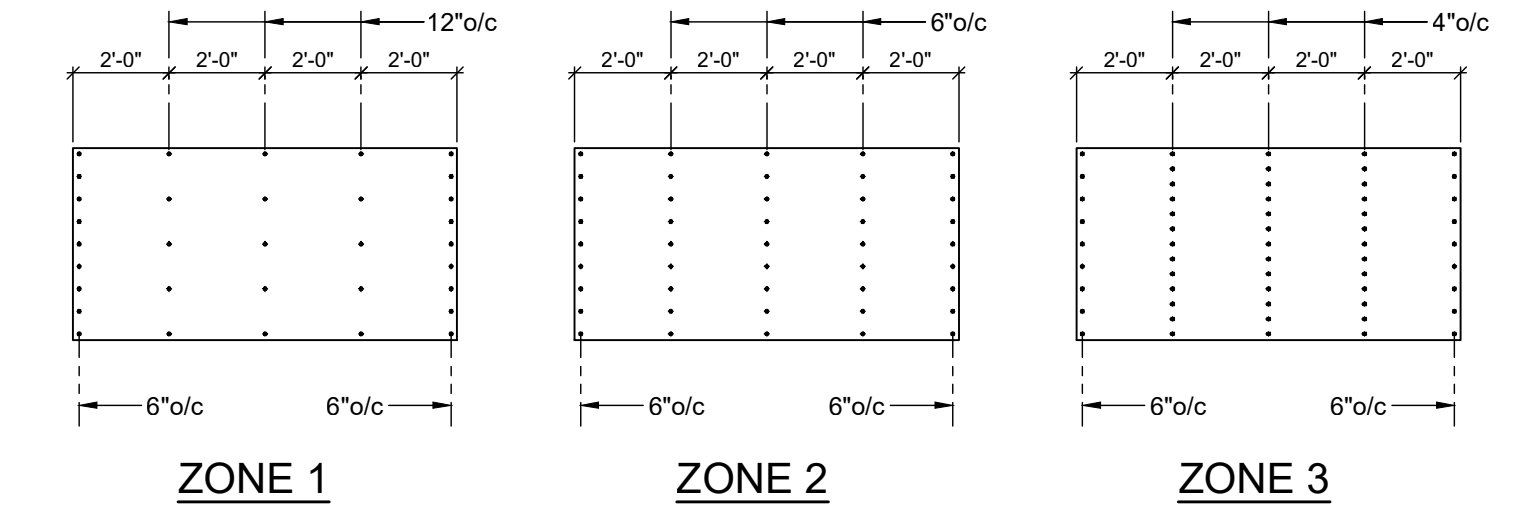
New (where none exists) secondary system:



**NEW ROOF ASSEMBLY (AREAS A, B, & C) 3" = 1'-0" G1.1**

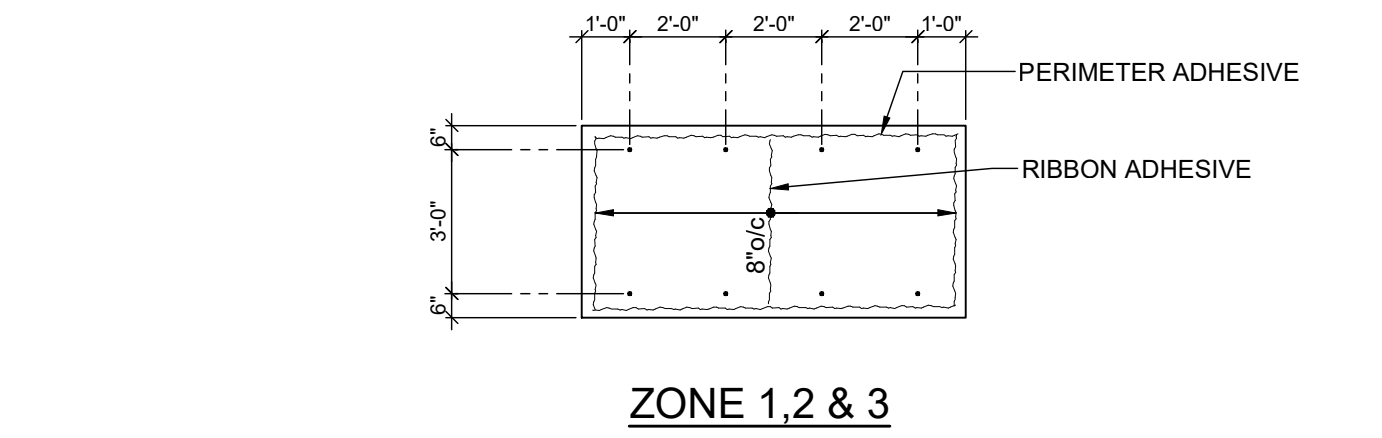


**NEW ROOF ASSEMBLY (AREAS D & E) 3" = 1'-0" G1.1**



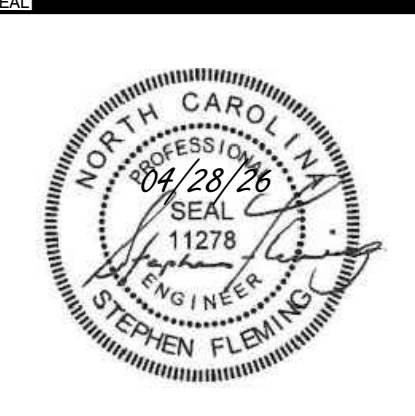
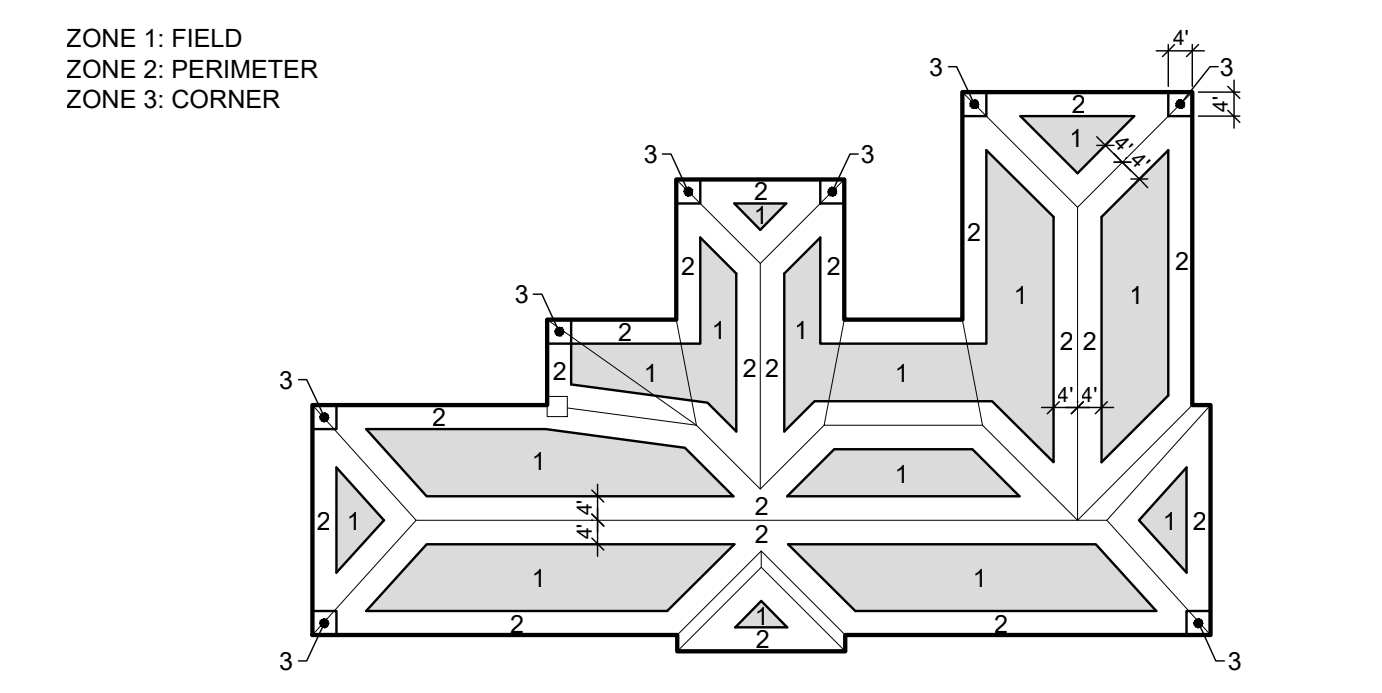
NOTES:  
 1. SEE 6/G1.1 THIS SHEET FOR ROOF ZONES.  
 2. FASTEN PLYWOOD TO EXISTING WOOD DECKING WITH 8d RING SHANK NAILS IN PATTERN SHOWN.

**SHEATHING FASTENING PATTERN (PLYWOOD TO EXIST. WOOD DECK) 4  
G1.1**



NOTES:  
 1. CLEAN GYPSUM PLANK SURFACE FREE OF DUST AND DEBRIS. ADHERE PLYWOOD TO GYPSUM WITH LOCTITE PL PREMIUM MAX CONTINUOUS AROUND EDGES AND WITH RIBBONS 8'o/c. FOLLOW MANUFACTURERS RECOMMENDATIONS.  
 2. PROVIDE PANEL SHEATHING CLIPS AT EDGES TO MAINTAIN 1/8" GAP BETWEEN PANELS.  
 3. INSTALL 1/2" 10' FLAT HEX HEAD STAINLESS STEEL TOGGLE BOLTS IN PATTERN SHOWN.

**SHEATHING FASTENING PATTERN (PLYWOOD TO EXIST. GYPSUM PLANK) 5  
G1.1**



CONSTRUCTION SET

PROJECT NAME: **ROOF REPLACEMENT AT TELECOMMUNICATION CENTER FAYETTEVILLE STATE UNIVERSITY**  
 772 W.T. BROWN DR. FAYETTEVILLE, NC 28301  
 SCO ID# 24-27566-01A

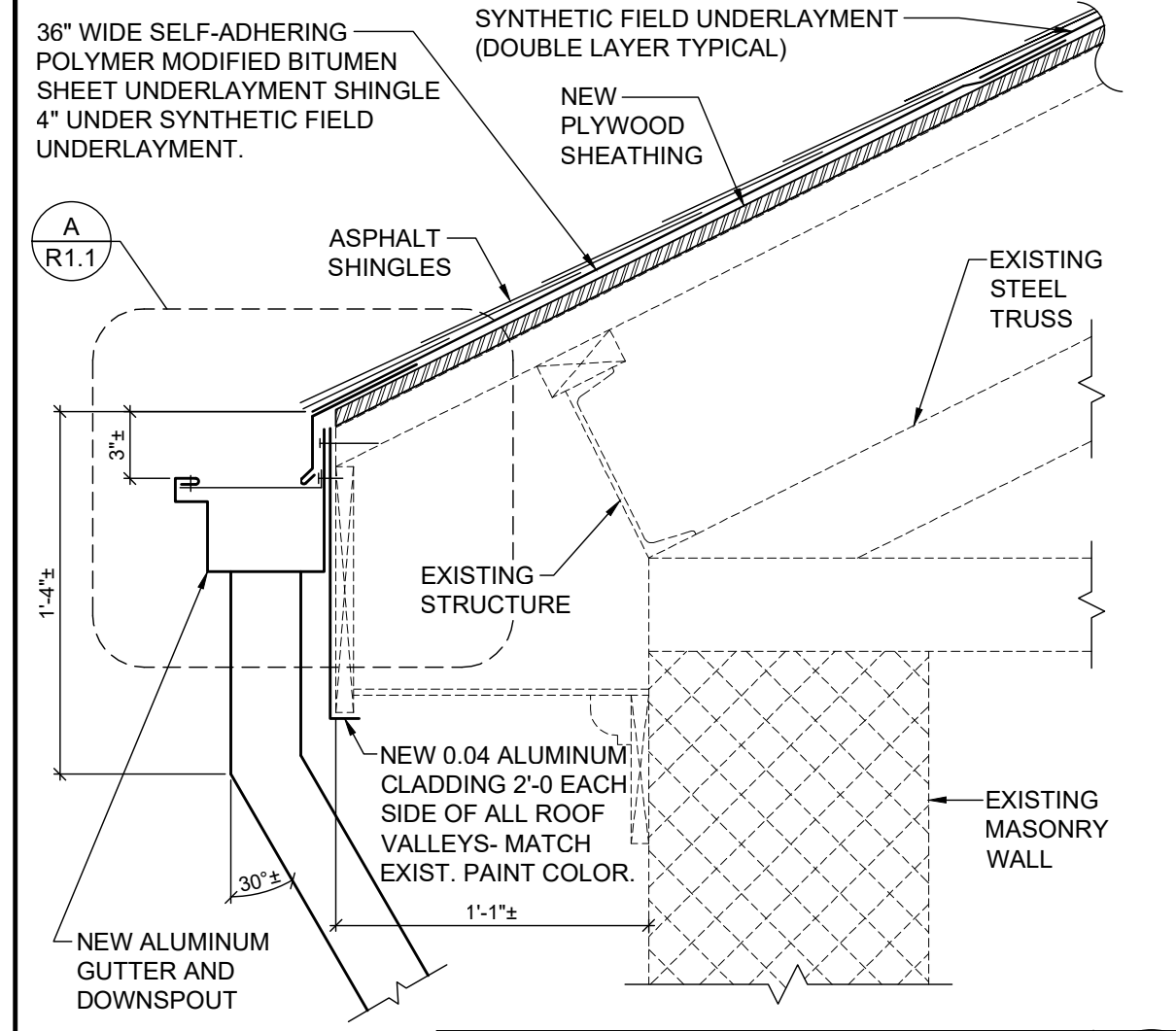
DESIGNED BY: **S. FLEMING, PE, RBEC**  
 DRAWN BY: **S. WHEELER**  
 CHECKED BY: **S. FLEMING, PE, RBEC**

REVISIONS

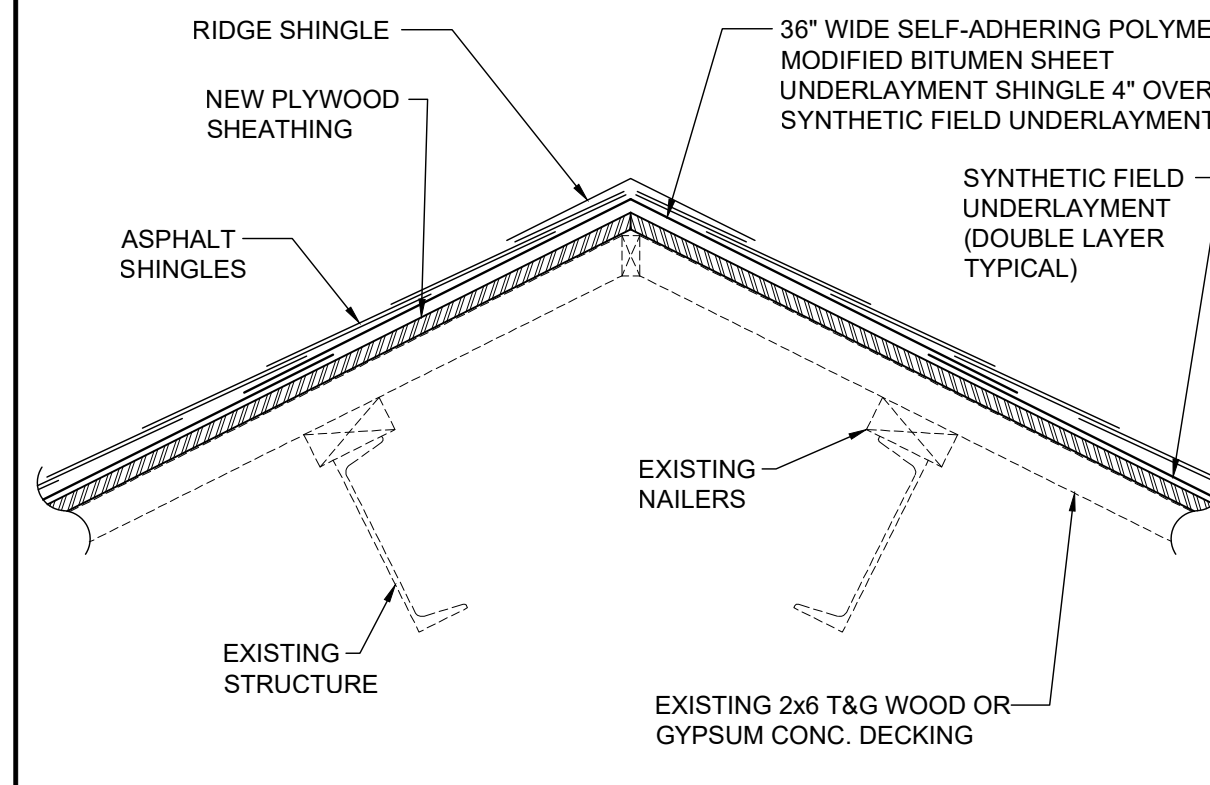
NO.	REASON	DATE

NC BUILDING CODE SUMMARY FOR COMMERCIAL ROOF PROJECTS, ROOF ASSEMBLY AND SITE PLAN

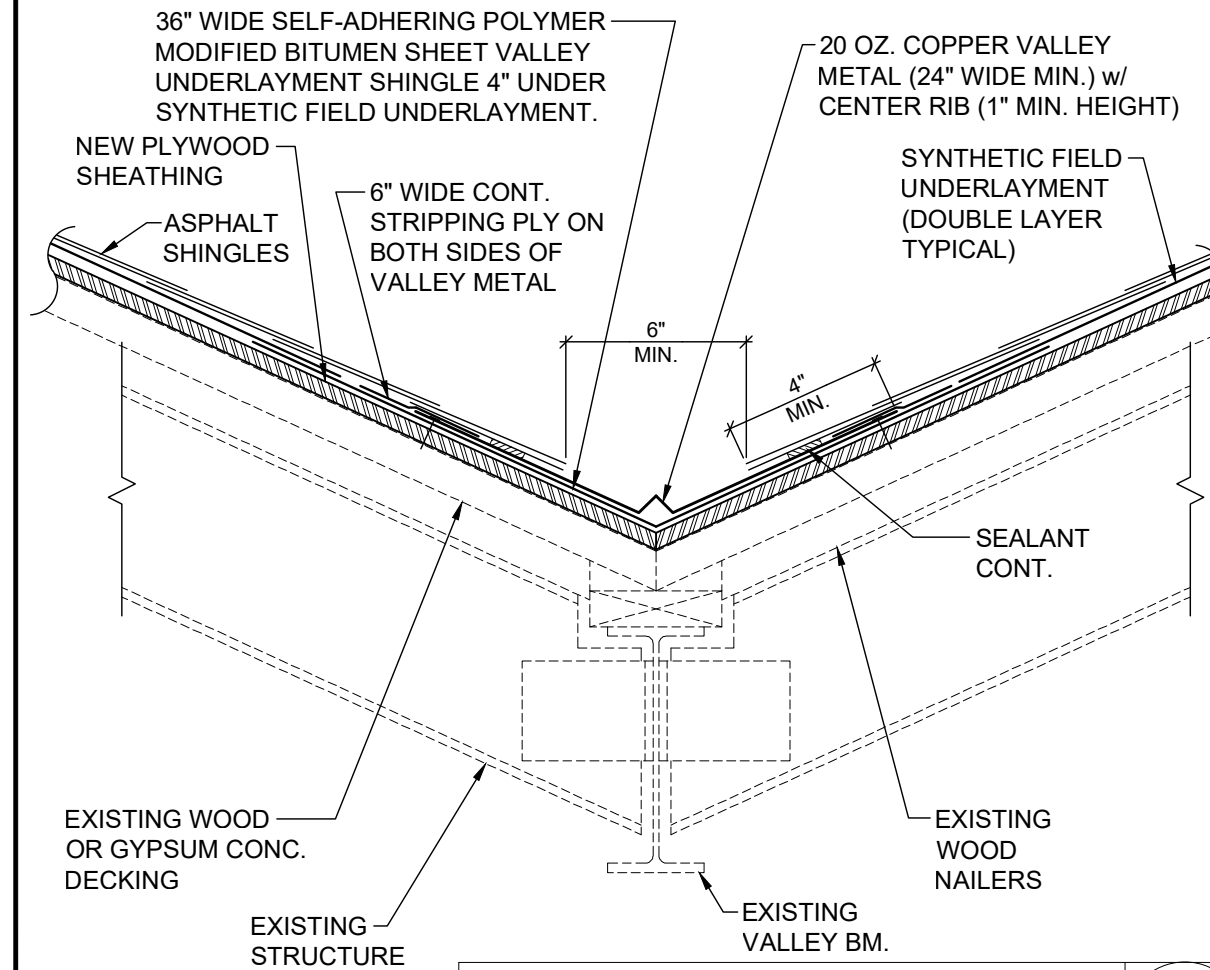




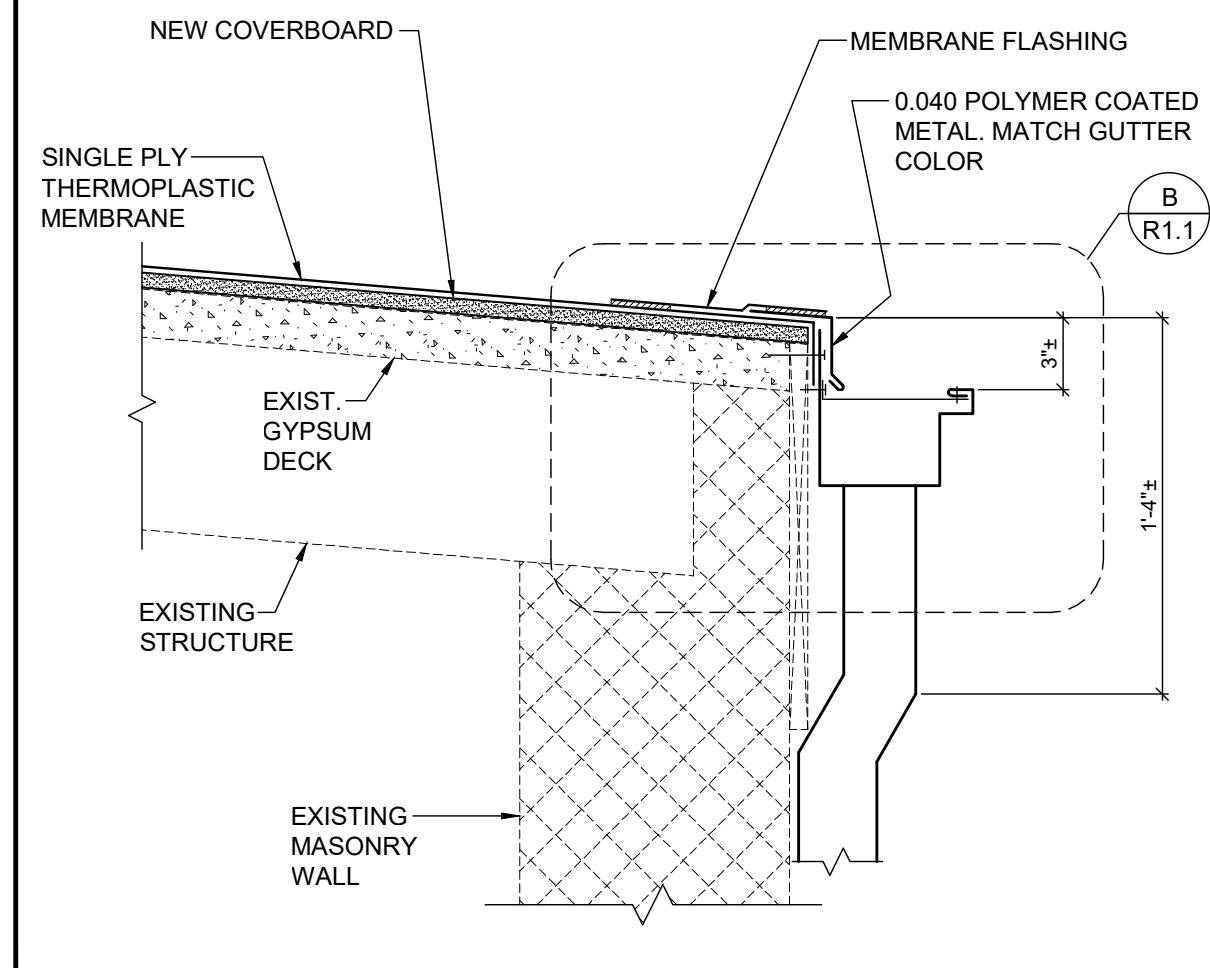
**SECTION AT ROOF EDGE (AREA A, B, & C)**  
 1 1/2" = 1'-0" R1.0



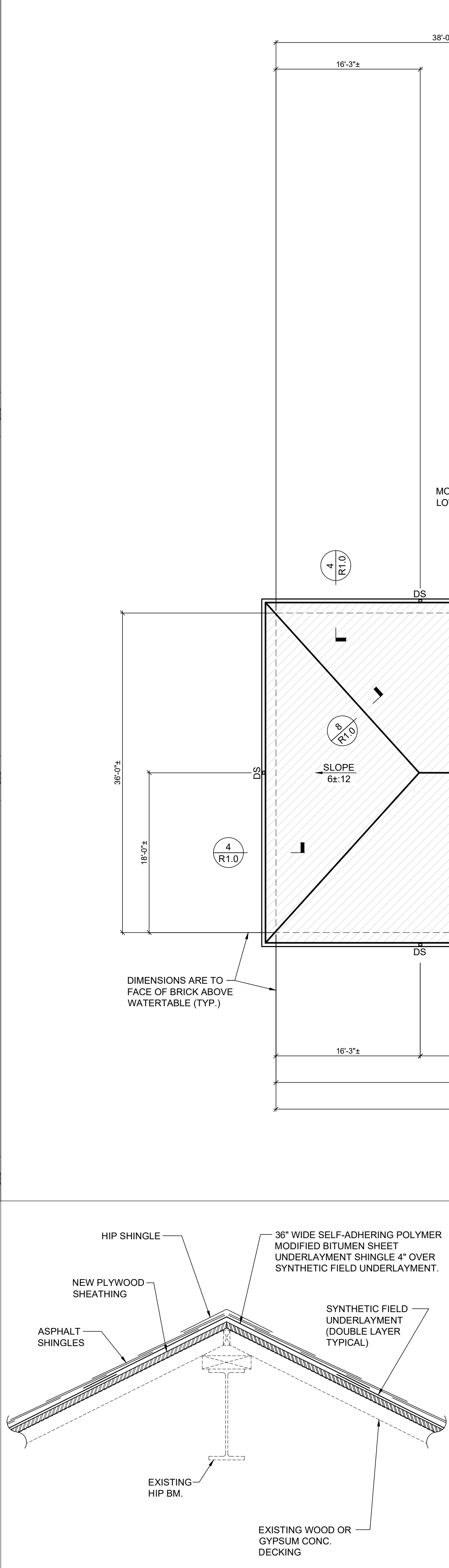
**SECTION AT RIDGE (AREA A, B, & C)**  
 1 1/2" = 1'-0" R1.0



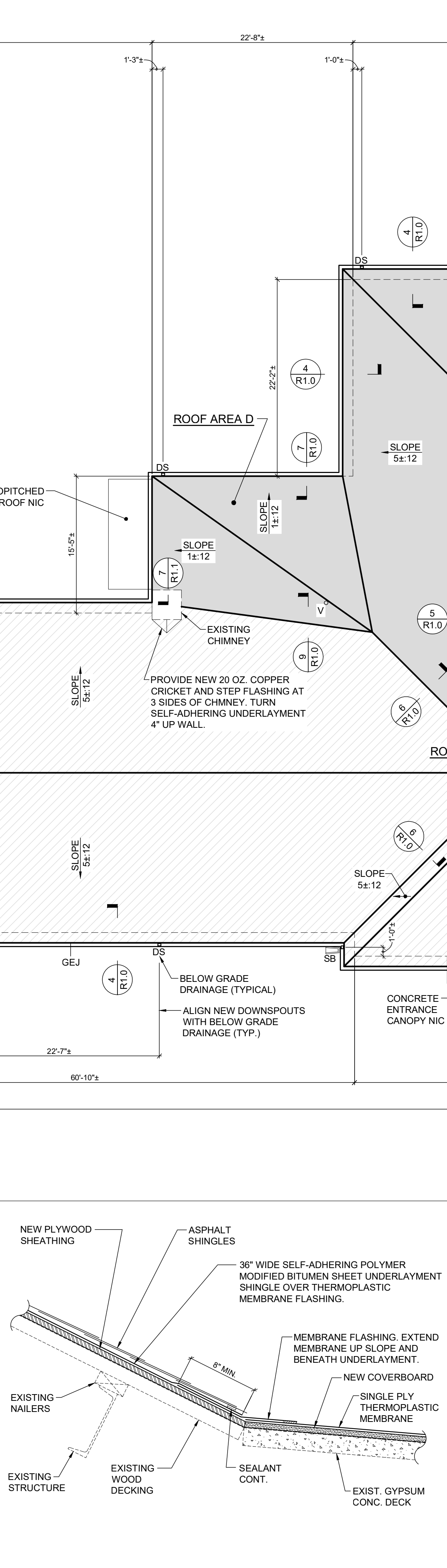
**SECTION AT VALLEY (AREA A, B, & C)**  
 1 1/2" = 1'-0" R1.0



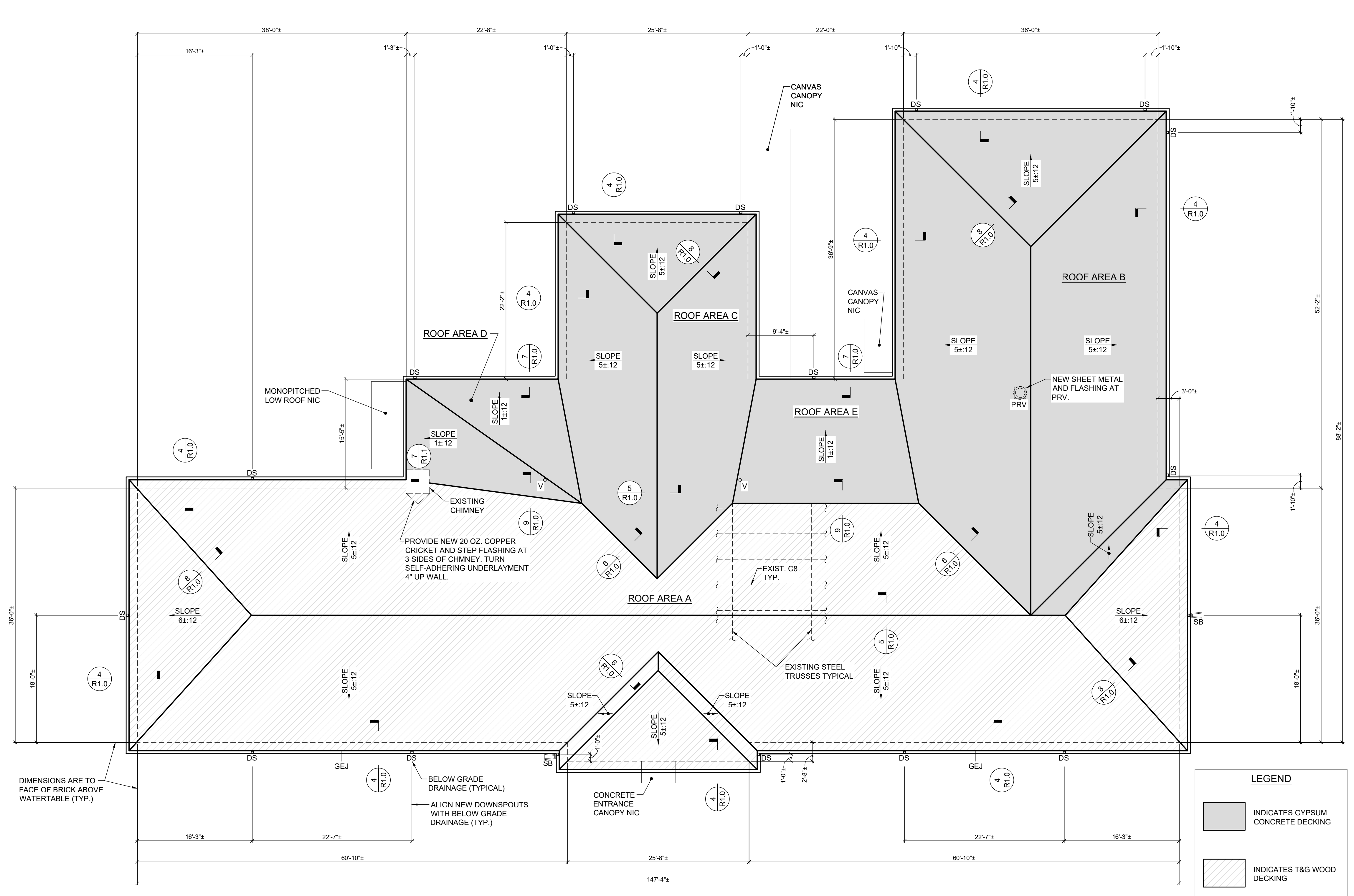
**SECTION AT ROOF EDGE (AREA D & E)**  
 1 1/2" = 1'-0" R1.0



**SECTION AT HIP (AREA A, B, & C)**  
 1 1/2" = 1'-0" R1.0



**SECTION AT TRANSITION**  
 1 1/2" = 1'-0" R1.0



**LEGEND**

- [Hatched Box] INDICATES GYPSUM CONCRETE DECKING
- [Solid Box] INDICATES T&G WOOD DECKING

**ROOF PLAN**  
 1/8" = 1'-0" R1.0

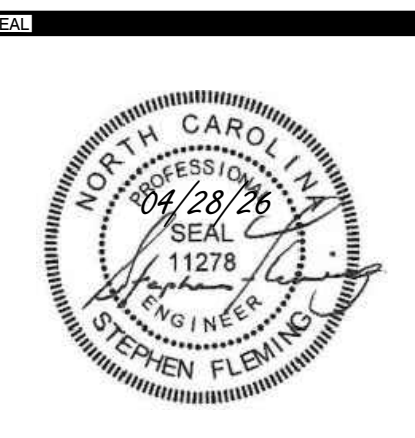
**LEGEND**

- [Symbol] TAIL AT HIGH END
- [Symbol] HEAD AT LOW END
- [Symbol] EXIST. POWER ROOF VENTILATOR
- [Symbol] EXIST. OBJECT ABOVE SURFACE OF ROOF
- [Symbol] DOWNSPOUT WITH BELOW GRADE DRAINAGE
- [Symbol] DOWNSPOUT WITH SPLASHBLOCK
- [Symbol] GUTTER EXPANSION JOINT
- [Symbol] EXIST. VENT THRU ROOF

**LEGEND**  
 NO SCALE R1.0

1. AT AREAS A, B, & C CONTRACTOR IS TO INSTALL UNDERLAYMENT, NEW ASPHALT SHINGLES, METAL FLASHING, GUTTERS, AND DOWNSPOUTS AS SHOWN ON DRAWINGS AND INDICATED IN THE SPECIFICATIONS FOR A COMPLETE ROOF SYSTEM AT AREAS D & E CONTRACTOR IS TO INSTALL ROOF MEMBRANE, BASE FLASHINGS, SHEET METAL COUNTERFLASHING, GUTTERS, AND DOWNSPOUTS, ETC., AS SHOWN ON DRAWINGS AND INDICATED IN THE SPECIFICATIONS FOR A COMPLETE ROOF SYSTEM.
2. ALL VENTILATORS, AIR INTAKES, PLUMBING VENTS, ETC., SHOWN ON THIS ROOF PLAN ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE (SEE LEGEND).
3. LAYOUT SHOWN ON THE DRAWINGS IS FOR GENERAL REFERENCE ONLY.
4. DIMENSIONS FOR NEW SHEET METAL COMPONENTS ARE TO BE FIELD VERIFIED BEFORE FABRICATION.
5. FOLLOW RECOMMENDATIONS OF MEMBRANE MANUFACTURER, SPRI, NRCA, SMACNA, AND INDUSTRY STANDARDS UNLESS SHOWN OTHERWISE.
6. ALL ROOF EDGING FLASHING SHALL COMPLY WITH SECTION 1504.5 OF THE NORTH CAROLINA BUILDING CODE AND BE TESTED FOR RESISTANCE IN ACCORDANCE WITH ANSI/SPRI ES-1.
7. ALL NEW NAILERS AND ANCHORS SHOWN IN THE DETAILS ARE TO BE INCLUDED IN THE BASE BID. REPLACEMENT OF DAMAGED OR MISSING WOOD NAILERS OR ANCHOR BOLTS ABOVE BASE BID QUANTITIES SHALL BE HANDLED ON A UNIT PRICE BASIS.
8. ANY ELECTRICAL CONDUIT REMOVED AND ASSOCIATED WIRING DISCONNECTED AND RE-TERMINATED MUST COMPLY WITH NEC CHAPTER 3 WIRING METHODS AND SHALL BE PERFORMED BY AN ELECTRICAL CONTRACTOR LICENSED IN THE STATE OF NORTH CAROLINA. ELECTRICAL WIRING ALTERATIONS INCLUSIVE OF RACEWAY MODIFICATIONS SHALL BE INSPECTED BY THE SCO FIELD ELECTRICAL INSPECTOR. ALL SCHEDULING OF ELECTRICAL INSPECTIONS WITH THE SCO ELECTRICAL INSPECTOR SHALL BE MONDAY THRU FRIDAY UNLESS SPECIFICALLY EXEMPTED AND APPROVED BY SCO.
9. PROVIDE NEW CONCRETE SPLASH BLOCK AT DAMAGED OR MISSING SPLASH BLOCK LOCATIONS. THE NEW DOWNSPOUTS INTO EXISTING UNDERGROUND LEADER SYSTEM AT LOCATIONS WHERE UNDERGROUND SYSTEM IS PRESENT. PROVIDE DOWNSPOUT ADAPTER BETWEEN DOWNSPOUT AND UNDERGROUND LEADER SYSTEM. ENSURE UNDERGROUND DRAINAGE SYSTEM IS FREE FLOWING.

**NOTES**  
 NO SCALE R1.0



CONSTRUCTION SET

**ROOF REPLACEMENT AT TELECOMMUNICATION CENTER FAYETTEVILLE STATE UNIVERSITY**

772 W.T. BROWN DR.  
 FAYETTEVILLE, NC 28301  
 SCO ID# 24-27566-01A

DESIGNED BY:  
**S. FLEMING, PE, RBEC**

DRAWN BY:  
**S. WHEELER**

CHECKED BY:  
**S. FLEMING, PE, RBEC**

NO.	REASON	DATE

DATE	SHEET NUMBER
04/28/2026	R1.0

**ROOF PLAN, NOTES, LEGEND, AND SECTIONS**

