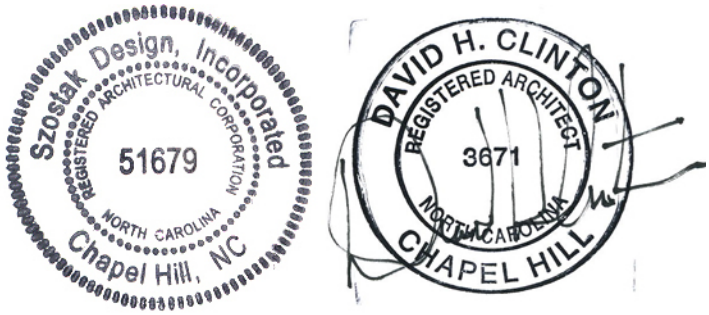
Construction Document Submittal

SPECIFICATION

Fayetteville State University
Bryant Hall and Vance Hall – Demolition and Abatement

DEMOLITION AND GRADING PACKAGES

SCO # 21-23459-01A and C
Code: 42034; Item: 4B01



30 June 2022

Szostak Design, Inc.
Chapel Hill, NC

SPECIFICATIONS FOR:

Bryant Hall and Vance Hall – Demolition and Abatement
Demolition and Grading Packages
Fayetteville State University
1200 Murchison Road,
Fayetteville, NC 27599

SCO # 21-23459-01A and C
Code: 42034; Item: 4B01

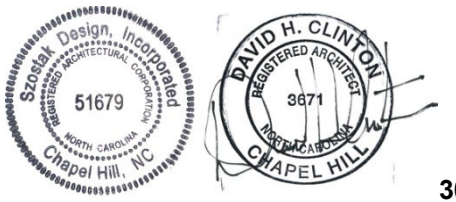
Owner

Fayetteville State University
1200 Murchison Road
Fayetteville, NC 28301

Contact Person:
Harold Miller, Project Manager
Fayetteville State University
Facilities Management, Planning & Construction
(910) 672-1952

Civil Engineering

CLHdesign
400 Regency Forest Drive, Suite 120
Cary, NC 27518
(919) 291-7377
smiller@clhdesignpa.com



30 June 2022

Architects + Planners

Szostak Design, Inc.
310 ½ Franklin Street
Chapel Hill, North Carolina 27516

Contact Person:
David Clinton, Principal
(919) 618-0166
dclinton@szostakdesign.com

Abatement Designer

Affinity Energy and Environmental Engineers
P.O. Box 2261
Asheville, NC 28802
(828) 421-6901
dholtsclaw@affenv.com

Cost Estimator

PALACIOCOLLABORATIVE, INC.
4819 Emperor Blvd, Suite 400,
Durham, NC 27703
(919) 605-8952
tmurphy@palaciocollaborative.com

ADVERTISEMENT FOR BIDS

Sealed proposals will be received until 3:00 PM on Tuesday, September 27, 2022, in the Facilities Building Conference Room, 1200 Murchison Road, Fayetteville, NC, for the demolition of Bryant Hall and Vance Hall, at which time and place bids will be opened and read. Pre-bid meeting will be held starting at 11:00 AM on Thursday, September 15, 2022, in the Facilities Building Conference Room, 1200 Murchison Road, Fayetteville, NC, and from there the meeting will move to the site of each building to be demolished. Complete plans and specifications for this project can be obtained from: Szostak Design, 310 1/2 W Franklin St, Chapel Hill, NC 27516, (919) 929-5244 by emailing dclinton@szostakdesign.com during normal office hours after September 12, 2022. Plan Deposit $ 150.00. Electronic copies are also available by request at no charge. The State reserves the unqualified right to reject any and all proposals.

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NOTICE TO BIDDERS

Sealed proposals will be received until 3:00 PM on September 27, 2022, in the Facilities Building Conference Room and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment for the construction of:

Fayetteville State University
Bryant Hall and Vance Hall
Demolition and Abatement
Demolition and Grading Packages
SCO # 21-23459-01 A and C
Code: 42034; Item: 4B01

Sealed Proposals may be mailied to:

Harold Miller, Facilities Director
Facilities Planning & Design
Fayetteville State Universtiy
Facilities Building
1200 Murchison Road
Fayetteville, NC 28301

And must be received no later than 2 p.m. on the date of the bid, at the Facilities Building.

The Work of Project is defined by the Contract Documents and consists of the following items:

Remove existing Site Improvements.

Construction fencing will be placed around the area of the site.

Site utilities will be modified.

Removal of existing building. (Abatement of Existing Buildings has already occurred.)

Earth work and stabilization in preparation for new construction.

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

Pre-Bid Meeting and Notice of Public Meeting for Proposed Alternate Bids for Preferred Products

A public pre-bid meeting will be held for all interested bidders on September 15, 2022 at 11 A.M. in the FSU Facilities Building Conference Room. The meeting will address project specific questions, issues, bidding procedures and bid forms and items particular to the nature of Demolition and Grading.

Complete plans, specifications and contract documents will be open for inspection in the plan rooms of: FSU, Dodge Data and Analytics, the offices of the Designer, and in Minority Plan Rooms:

Hispanic Contractors Association of the Carolinas (HCAC) in Winston-Salem, Charlotte and Raleigh Areas – 877-227-1680

MCTAP/NCIMED Plan & Resource Center, 114 West Parrish Street, 4th Floor, Durham, NC 27701, 919-956-8889

or may be obtained by those qualified as prime bidders beginning on September 12, 2022, upon deposit of one hundred fifty dollars ($ 150.00) made payable by check. Plans can also be made available beginning on SEptember 12, 2022, by contacting the Project Architect. The full plan deposit will be returned to those bidders provided all documents are returned in good, usable condition within ten (10) days after the bid date. Electronic copies can be made available to Prime Bidders only beginning September 12, 2022 by contacting David Clinton via email: dclinton@szostakdesign.com.

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. (GS143-128.2c Effective 1/1/2002.)

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 General Construction, Building Unlimited, as set forth the license classification required by the NC General Contractors Licensing Board under G.S. 87-1.

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 30 days.

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

Designer:

David H. Clinton, Principal

Szostak Design Inc.
310 ½ West Franklin Street

Chapel Hill, NC 27516

919.929.5244

Owner:

Harold Miller, Facilities Director
Facilities Planning & Design
Fayetteville State Universtiy
Facilities Building
1200 Murchison Road
Fayetteville, NC 28301
hmiller1@uncfsu.edu
910.672.1952

30 June 2022

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30 June 2022

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 January 2013

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 by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.

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.

e. All signatures shall be properly witnessed.

f. If the contractor's license of a bidder is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the proposal. The title "Licensee" shall appear under his/her signature.

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, alternate 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

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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 soley 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 attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.

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. All signatures shall be properly witnessed.

6. If the contractor's license is held by a person other than an owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.

7. 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.

8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.

9. The seal of the bonding company shall be impressed on each signature page of the bonds.

10. The contractor's signature on the performance bond and the payment bond shall correspond with that on the contract. 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

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:

a. 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.

b. 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.

c. 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.

d. 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 submittal**s.**

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.

g. 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 re-inspection all costs associated with additional re-inspections 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 is 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(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd 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 1st tier sub; 1st tier, 2nd tier, 3rd 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.

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 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) 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.

   (b) 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.

   (c) 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.

   (d) 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.

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 responsibiliites 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 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 Owner's internal auditors 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 Owner's internal auditors 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 the contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the owner. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

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

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, pass-through claims of subcontractors and/or

suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

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 its 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:

- 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 (i) 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.

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000006 – SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

The following modifies the January 2013 edition of the General Conditions of the Contract, State of North Carolina Form OC-15, and supersedes them only as modified per this document.

A. Article 1 Definitions:

1. Paragraph “c” Delete the second sentence and replace with the following:

   The Designer(s) as referred to herein shall mean architect or engineer and throughout the documents the word designer shall mean Designer.

2. Paragraph “d” Add the following sentence to the end of the paragraph:

   Except that when used in a specific specification section, the term Contractor shall mean the contractor whose work is governed by the specification section.

3. Paragraph “s” Delete this paragraph and replace with the following:

   “Or approved equal” and “equal to” shall mean a product or products by manufacturers other than those listed in the specifications that may be incorporated into the work after review and concurrence by the Designer and the Owner.

4. Paragraph “t” “Substitute” or “substitution" shall mean a product or products by manufacturers not listed in the specifications and are not an “or approved equal” or an “equal to.”

5. Paragraph “u” Delete this paragraph and replace with the following:

   “Provide" shall mean furnish and install complete, in place, new, clean, fully tested, operational, and ready for use.

6. Paragraph “cc” Add the following new paragraph:

   “Latest edition" shall mean the current printed version of the referenced document issued up to 30 calendar days prior to date of receipt of bids, unless specified otherwise

7. Paragraph “dd” Add the following new paragraph:

   “Drawings" or "plans" shall mean the drawings enumerated in the contract documents, as well as all the information in the detail manual when applicable, addenda, and designer prepared field drawings, bulletin and clarification

drawings.

8. Paragraph “ee“ Add the following new paragraph:

"Specifications" mean this project manual and addenda thereto.

B. ARTICLE 4 is appended as follows:

1. Cost for additional complete sets of Plans and Specifications will be $150.00.

2. Construction Documents are available to Bidders on the Designers “Cloud” site and will be provided free of charge when requested by a Bidder.

C. ARTICLE 5; Replace paragraphs b. and c with the contents of Section 013300, Submittal Procedures.

D. ARTICLE 6; Refer to Section 017839 for supplemental information regarding Record Drawings and Specifications.

E. ARTICLE 14; Replace with Section 013200 for specific requirements regarding Construction Progress Documentation; with Section 013100 for specific requirements regarding Construction Progress Meetings; and with Section 017300 for specific requirements regarding Project Layout Documentation.

F. ARTICLE 15 is hereby deleted for this Project.

H. ARTICLE 19; Append to the end of this article the information in Section 012600 for specific instructions regarding Changes in the Work.

I. ARTICLE 23;

1. Add to Paragraph “a”: Time for Completion:

   a. The Project will be completed in 180 calendar days.
   b. Unless stated otherwise, Notice to Proceed will be determined in the Pre-Construction Conference.
   c. The Contractor’s Schedule is to be used for the tracking of the progress of the work and has no other demonstrable purpose.

2. Add to Paragraph “b”: Liquidated Damages:

   a. If the Work is not completed by the Time for Acceptance by the Owner then the Owner will assess the General Contractor an amount of $500.00 per day.

J. ARTICLE 31; Append Section 012900 (except for 1.3, G, H, and I) for specific instructions regarding Requests for Payment.

K. ARTICLE 38; add the following:

1. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

2. Limit use of Project site to work in areas designated for each phase and areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

3. The Owner will designate space for laydown, dumpster, and worker parking.

4. 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 storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

L. ARTICLE 41; append to the end of this article the information in Section 017300, paragraph 3.6, for additional cleaning requirements.

1.2 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

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F O R M O F P R O P O S A L

Bryant Hall and Vance Hall Demolition Contract: Single Prime, General Construction

Fayetteville State University Bidder: _____
SCO No. # 21-23459-01A and C
Code Item: Code: 42034; Item: 4B01 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).

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The Bidder proposes and agrees if this proposal is accepted to contract with the

State of North Carolina through 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

Bryant Hall and Vance Hall Demolition and Site Remediation

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

Fayetteville State University and Szostak Design Inc.

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 ($)_____

UNIT PRICES

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.

Unit Price No. 1: Removal of unsuitable soil and replacement with satisfactory soil material.

Unit Price ($)_____

Unit Price No. 2: Rock excavation and replacement with satisfactory soil material.

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

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. 2 _____ Addendum No. 3_____

Addendum No. 4 _____

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Identification of HUB Certified/ Minority Business Participation

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

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

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of_____

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

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

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

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

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

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

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:_____

SEAL

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:_____

SEAL

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 Name)

Project ID#_____ 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:_____

SEAL

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 _____ 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 the UNC Chapel Hill 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:

_____
Contractor: (Trade or Corporate Name)

_____
(Proprietorship or Partnership)

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:

_____

_____
(N.C. Licensed Resident Agent)

_____

_____
Name and Address-Surety Agency

_____

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

(Surety Corporate Seal)

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:

_____
Contractor: (Trade or Corporate Name)

_____
(Proprietorship or Partnership)

By: _____

Attest: (Corporation)

Title_____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

_____
(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

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

_____

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

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction and Contract Time.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.
9. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Bryant Hall and Vance Hall – Demolition and Abatement - Demolition and Grading Packages

B. Project Locations: 1200 Murchison Road, Fayetteville, NC 27599

C. Owner: Fayetteville State University

D. Owner's Representative: Harold Miller, Project Manager.

E. Architect: Szostak Design Inc. David Clinton, Principal-in-Charge.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

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

Demolition of two dormitories. Stabilization of the Vance Hall site. Grading of a building pad at the Bryant Hall site. Miscellaneous site upgrades.

B. Type of Contract.

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

C. Paragraph 3.4.4 – Deportment of Contractor’s Personnel on the Job Site.

1. The General Contractor’s personnel and that of his agents shall use acceptable language and dress in appropriate attire on the Project Site.
2. Drugs, tobacco and firearms will not be allowed on the premises.
3. Failure to comply with these rules will mean immediate expulsion from the Project.

D. Paragraph 4.3 – Information Conflicts in the Contract Documents.

1. The General Contractor and his Agents will notify the Designer when conflicts are discovered in the Contract Documents.
2. Where conflicts occur in the Contract Documents and the Designer has not provided a resolution to them in written form the General Contractor will presume the higher quality of the methods, means or products involved is the intent of the Designer.

E. Paragraph 8.1.5 – Time for Completion.

1. The Project will be constructed within 150 days from written Notice to Proceed.
2. Unless stated otherwise, Notice to Proceed will be considered to be the date on the Permit.
3. Phasing of work: pedestrian circulation shall not be interrupted and vehicle access maximized. Coordinate with the University.

F. Paragraph 8.1.6 – Liquidated Damages.

1. If the Work is not Substantially Complete within the Time for Completion the Owner will assess the General Contractor an amount of $350.00 per day until the Work is Substantially Complete.

G. Paragraph 9.8.3.1 – Payment to the Designer for additional Inspections.

1. If the General Contractor notifies the Designer that he is ready for an Inspection that is required by the contract Documents and it is determined, upon viewing the condition of the Work that this is not the case then the General Contractor will be charged the cost of the Designer's time and expenses to come to the jobsite at the Architect's Standard Hourly Rates, and the IRS Standard Mileage Rate.

H. Paragraph 11.1.1 – Bonds and Insurance.

1. The Contractor shall provide a Performance Bond and Labor and Material Bond for the amount of the contract.
2. The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract.
3. The Contractor shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
4. Public Liability Insurance in an amount not less than $300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than $500,000 on account of one accident; and Property Damage Insurance in an amount not less than $100,000/$300,000.
5. The Contractor shall furnish such additional insurance as may be required by General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
6. All Bonds and Insurance will remain in full effect for until Final Acceptance of the Project.

1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas designated for each phase and areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. Maintain egress through a protected walkway during construction at all existing egress locations.

1. Limits: Limit work to the limits of disturbance shown on C1.1 and C2.1.
2. 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 storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
    c. Registration with the Campus Police of all company or employee vehicles brought on campus is required along with the purchase of a $75.00 contractor parking permit for each vehicle.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and existing buildings 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. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 6 p.m., Monday through Friday, unless otherwise indicated.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect not less than five days in advance of proposed disruptive operations.
2. Obtain Architect's written permission before proceeding with disruptive operations.

E. Nonsmoking: Smoking is not permitted on the campus.

F. Controlled Substances: Use of tobacco products, alcohol, and other controlled substances on Project site is not permitted.

G. Other Prohibitions: Firearms are forbidden on the Project site and may not be present in vehicles used by construction personnel.

H. Comportment of Project Personnel: Fraternization with university staff and students is prohibited. All Project Personnel shall wear standardized badges that identify the name of the company and name of the person on site for work of the Project. Appropriate attire (including shirts) shall be worn at all times by Project Personnel.

1.8 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 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations [published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost allowances.
3. Quantity allowances.
4. Contingency allowances.

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.
2. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

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

1.7 **LUMP-SUM**, **UNIT-COST AND QUANTITY** ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include **taxes, freight,** and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's **overhead, profit, and** related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation**, taxes**, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 TESTING AND INSPECTING ALLOWANCES

A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.

B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

C. Costs of services not required by the Contract Documents are not included in the allowance.

D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.10 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs, in purchase amount only where indicated, as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Quantity Allowance: Include 2000 cu. yd. (1529 cu. m) of unsuitable soil excavation and disposal off-site and replacement with suitable soil material from off-site, as specified in Section 312000 "Earth Moving."

1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

B. Allowance No. 2: Quantity Allowance: Include 200 cu. yd. (765 cu. m) of rock removal and replacement with suitable soil material, as specified in Section 312000 "Earth Moving."

1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

2. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Requirements:

1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

A. Unit price is **an amount incorporated in 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.

1.4 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 1: Removal of unsatisfactory soil and replacement with satisfactory soil material.

1. Description: Unsatisfactory soil excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard (Cubic meter) of soil excavated, based on survey of volume removed.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

B. Unit Price No. 2: Rock excavation and replacement with satisfactory soil material.

1. Description: Classified rock excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to Section 312000 "Earth Moving."
2. Unit of Measurement: Cubic yard (Cubic meter) of rock excavated, based on survey of volume removed.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

1.1 MINOR CHANGES IN THE WORK

1.2 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 14 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms included in Project Manual.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Work Change Proposal Request Form: Use form included in Project Manual.

1 1.3 ADMINISTRATIVE CHANGE ORDERS

2 A. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for
3 preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured
4 scope of unit-price work.

5 1.4 CHANGE ORDER PROCEDURES

6 A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change
7 Order for signatures of Owner and Contractor on AIA Document G701.

8 1.5 CONSTRUCTION CHANGE DIRECTIVE

9 A. Construction Change Directive: Architect may issue a Construction Change Directive on
10 Information Transmission Status part of the Construction Observation Report. Construction
11 Change Directive instructs Contractor to proceed with a change in the Work, for subsequent
12 inclusion in a Change Order.

13 1. Construction Change Directive contains a complete description of change in the Work. It
14 also designates method to be followed to determine change in the Contract Sum or the
15 Contract Time.

16 B. Documentation: Maintain detailed records on a time and material basis of work required by the
17 Construction Change Directive.

18 1. After completion of change, submit an itemized account and supporting data necessary
19 to substantiate cost and time adjustments to the Contract, if an alternative lump sum has
20 not previously been agreed upon.

21 PART 2 - PRODUCTS (Not Used)

22 PART 3 - EXECUTION

23 3.1 See Cost Breakdown Summary sheet on following page.

COST BREAKDOWN SUMMARY SHEET

Project: Bryant Hall and Vance Hall Demolition and Regrading

Architect's Project Designation: Brief Description:

1 .	Products (itemized breakdown attached):		1
2 .	Rent of Equipment (listed separately):*	$ -	2
	TOTAL of 1 + 2	$ -	**A**
3 .	Labor (itemized breakdown attached):	$ -	3
4 .	Insurance (workman's compensation, social security, or as otherwise required or specified): %	$ -	4
	TOTAL (A) + 3 + 4	$ -	**B**
5 .	Overhead and Profit {15% of Total (B)}:**	$ -	5
	TOTAL of (B) + 5	$ -	**C**
6 .	Sales Taxes on Total (A):	$ -	6
	TOTAL of (C) + 6:	$ -	**D**
7 .	Subcontract work (if applicable in a similar breakdown through total (D). (Profit and Overhead Allowance 15%):	$ -	7
8 .	CMR's overhead and profit on 7 sub-bids (5%)***	$ -	8
	TOTAL of 7 + 8		E
	TOTAL of (D) + (E)		**F**
9 .	Performance- Payment Bond on total (F): %		
	TOTAL QUOTATION (F) + 9	$ -	

Extension of time requested:_____ calendar days.

* Include current schedules with each request if equipment is involved.
** In case of deductible changes, this figure to be ten percent (10%).
*** In case of deductible changes, this figure to be zero percent (0%).

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

    a. Application for Payment forms with continuation sheets.
    b. Submittal schedule.
    c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Architect.
    c. Architect's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Beneficial Occupancy, and final Application for Payment involve additional requirements.

B. Payment Application Times: Submit Application for Payment to Architect by the 20th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

1. Provide Sale Tax Summary for the period of activity covered by the Pay Application.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Schedule of unit prices.
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. Copies of building permits.
8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
9. Certificates of insurance and insurance policies.

H. Application for Payment at Beneficial Occupancy: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Beneficial Occupancy or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

1 END OF SECTION 012900

2

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination drawings.
2. Requests for Information (RFIs).
3. Project meetings.

B. Related Requirements:

1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Project closeout activities.
7. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: AIA Document G716.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log 3 working days prior to the Monthly Project Meeting. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

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

1.7 PROJECT MEETINGS

A. General: Architect will schedule and conduct Monthly Project Meetings and conferences at Project site unless otherwise indicated.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of record documents.

l. Use of the premises and existing buildings.
m. Work restrictions.
n. Working hours.
o. Owner's occupancy requirements.
p. Responsibility for temporary facilities and controls.
q. Procedures for moisture and mold control.
r. Procedures for disruptions and shutdowns.
s. Construction waste management and recycling.
t. Parking availability.
u. Office, work, and storage areas.
v. Equipment deliveries and priorities.
w. First aid.
x. Security.
y. Progress cleaning.

C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Possible conflicts.
i. Compatibility problems.
j. Time schedules.
k. Manufacturer's written instructions.
l. Warranty requirements.
m. Compatibility of materials.
n. Acceptability of substrates.
o. Temporary facilities and controls.
p. Space and access limitations.
q. Regulations of authorities having jurisdiction.
r. Testing and inspecting requirements.
s. Installation procedures.
t. Coordination with other work.
u. Required performance results.
v. Protection of adjacent work.
w. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Architect will conduct progress meetings at monthly intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Construction schedule updating reports.
3. Daily construction reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones, Beneficial Occupancy and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

D. Construction Schedule Updating Reports: Submit at Monthly progress Meeting.

E. Daily Construction Reports: Maintain log on Project Site.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 5 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Beneficial Occupancy.
6. Punch List and Final Completion: Include not more than 10 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Final Completion.
    e. Use of premises restrictions.
    f. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Beneficial Occupancy for each Phase, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 21 days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer completing, indicate an estimated completion percentage in 20 percent increments within time bar.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 14 days after date established for the Notice of Award.

    a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing.
    j. Punch list, Beneficial Occupancy and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Main events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events.
9. Stoppages, delays, shortages, and losses.
10. Orders and requests of authorities having jurisdiction.
11. Change Orders received and implemented.
12. Change Directives received and implemented.
13. Services connected and disconnected.
14. Equipment or system tests and startups.
15. Partial completions and occupancies.
16. Beneficial Occupancy authorized.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs and/or video.

1.2 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each **photograph** or **video recording**. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit unaltered, original, full-size image files within seven (7) days of taking photographs.

1. Digital Camera: Minimum sensor resolution of twelve (12) megapixels.
2. Identification: Provide the following information with each image description in file metadata tag:

a. Name of Project.
b. Name and contact information for photographer.
c. Date photograph was taken.
d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, with minimum size of three (3) megapixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.
2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference.

C. Preconstruction Photographs: Before **commencement of demolition**, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.

1. Flag **construction limits** before taking construction photographs.
2. Take 30 photographs to show existing conditions adjacent to **construction limits** before starting the Work.
3. Take 30 photographs of existing buildings to accurately record physical conditions at start of construction.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

B. All Product Submittals must be scheduled for Designer review within 60 days of Notice to Proceed.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: If requested, electronic copies of digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.

1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.

a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

    b. Submit the entire building system as one submittal: i.e.: for masonry, provide submittals for accessories, mortar, flashings, masonry materials, etc.; for roofing, provide submittals for roof covering, underlayments, flashing materials, rain drainage, etc.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required or if Architect's consultants must also review the submittal. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 5 days for review of each resubmittal.

D. Paper Submittals: ***(Do not use this format unless the Subcontractor or vendor does not have the capability to use electronic format).***

General: Place a permanent label or title block on each submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Architect will place his Action Taken Stamp on the Transmittal Letter for returning the Submittal.
3. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of subcontractor.
    g. Name of supplier.
    h. Name of manufacturer.
    i. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    j. Number and title of appropriate Specification Section.
    k. Drawing number and detail references, as appropriate.
    l. Location(s) where product is to be installed, as appropriate.

m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.

a. Transmittal Form for Paper Submittals: Use facsimile of sample form included at the end of this Section.
b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

1) Project name.
2) Date.
3) Destination (To:).
4) Source (From:).
5) Name and address of Architect.
6) Name of Construction Manager.
7) Name of Contractor.
8) Name of firm or entity that prepared submittal.
9) Names of subcontractor, manufacturer, and supplier.
10) Category and type of submittal.
11) Submittal purpose and description.
12) Specification Section number and title.
13) Specification paragraph number or drawing designation and generic name for each of multiple items.
14) Drawing number and detail references, as appropriate.
15) Indication of full or partial submittal.
16) Transmittal number, numbered consecutively.
17) Submittal and transmittal distribution record.
18) Remarks.
19) Signature of transmitter.

E. Electronic Submittals: ***Preferred form of Submittal.***

General: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

4. Transmittal Form for Electronic Submittals: Use form at the end of this Section.

F. Options: Identify options requiring selection by Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

I. 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.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. **Submittal Procedures simplified:** PART 1 of each Specification Section includes a subparagraph “SUBMITTALS”. Provide all of the information required in that subparagraph at one time. PART 2 of each Specification Section is labeled “PRODUCTS”. Highlight or underline in your submittal each product you intend to use. *Do not send extraneous information pertaining to products not specified.*

B. General Submittal Procedure Requirements:

1. Submit complete package for each building system at one time. Preference is for electronic submittal only (exception: provide one set of samples, listed on the electronic submittal and parcel posted the same day).

2. Submit electronic submittals via email as PDF electronic files.

a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

3. Action Submittals: Submit 2 paper copies (plus 1, for Architect Consultant Review) of each submittal unless otherwise indicated. Architect will return 1 copy.
4. Informational Submittals: Submit 1 paper copy (plus 1, for Architect Consultant Review) of each submittal unless otherwise indicated. Architect will not return copies.
5. Certificates and Certifications Submittals: Provide 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.

a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.

b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

C. 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 not suitable 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. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data in the following format:

a. PDF electronic file, preferred, or:
b. 1 paper copy (plus 1, for Architect Consultant Review) of Product Data unless otherwise indicated. Architect will not return any copies, but will comment via electronic transmittal.

D. 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 Architect'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. 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).
3. Submit Shop Drawings in the following format:

a. PDF electronic file (preferred) or:
b. Two opaque (bond) copies (plus 1, for Architect Consultant Review) of each submittal. Architect will return one copy.

E. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. ***When providing samples that match the Designer's selection deliver them to the Project Site and not to the Designer.***

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
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. Architect will not return submittal, but will designate options selected via email.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Retain samples at the Project Site.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, provide at least 3 sets of paired units that show approximate limits of variations.

F. 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:

1. Submit product schedule in the following format:

a. PDF electronic file (preferred), or:
b. 2 paper copies (plus 1, for Architect Consultant Review) of product schedule or list unless otherwise indicated. Architect will scan and return an electronic copy.

G. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

H. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

I. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures.

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

L. 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 architects and owners, and other information specified.

M. 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.

N. 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.

O. 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.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. 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.

S. 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.

T. 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.

U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

V. 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.

W. 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.

X. 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.

Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action 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 Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will not be returned.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.3 DOCUMENTS REQUIRED TO BE AVAILABLE ON SITE

A. The Contractor must provide a complete full-size paper set of each approved submittal in the Project Office, to assure the Designers' instructions have been transmitted to the Superintendent and the installers.

END OF SECTION 013300

SZOSTAK

310 1/2 West Franklin Street/Chapel Hill, NC 27516 www.szostakdesign.com T 919 929 5244 F 919 960

Submittal Cover Sheet

Project:	Bryant Hall – Vance Hall Demolition and Abatement Demolition and Grading Packages

Contractor:

Submittal Information:

Specification Section:_____
Product Name:_____
Subcontractor:_____
Supplier:_____
Manufacturer:_____

Submittal Type:

___Samples	___Test Reports	___Qualification Data
___Warranties	___Research Reports	___Coordination Drawings
___Product Data	___Maintenance Instructions	___Shop Drawings
___Certificates	___Schedules	___Record Drawings

Architect/Engineer Review:

Comments:

Submitted in accordance with the Contract Documents.

Submittal No. _____

Approved by: _____

Date: _____

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to testing agencies and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: When facilities are known, show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel. Distribute copies of this to all personnel and subcontractors.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its

use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading. Project meetings will be conducted elsewhere and need not be considered when selecting this unit.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary and Supplemental General Conditions."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Connect to existing service.

1. Arrange with the Owner and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Beneficial Occupancy, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Connect temporary service to Owner's existing power source, as directed by Owner.

E. Lighting (If required): Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

F. Telephone Service: Provide the Superintendent with a cellular phone the can receive emails and text messages as well as voice mail.

G. Electronic Communication Service: Provide a desktop computer or laptop computer in the primary field office adequate for use by Architect and Owner to access project electronic documents and maintain electronic communications.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until Architect schedules Beneficial Occupancy inspection. Remove before Beneficial Occupancy. Personnel remaining after Beneficial Occupancy will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

C. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

D. Scaffolding: Provide facilities necessary for the installation of materials.

1. Provide barrier fencing at base of scaffolding to maintain separation between work areas and pedestrian and vehicle circulation.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting. Use high visibility warning tape and wood or metal stakes to separate construction area from remainder of campus.

C. Temporary Egress: Maintain temporary egress, through a protected walkway, from existing occupied facilities as required by authorities having jurisdiction.

D. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate demolition area from area occupied by Owner from fumes and noise. Also to prevent weather (snow, rain) from entering the building.

E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.

1. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. If using fire-suppression sprinkler systems or other permanent fire-protection systems, insert specific requirements.

3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Beneficial Occupancy.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Beneficial Occupancy. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor.
2. At Beneficial Occupancy, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary site fencing.
2. Section 311000 "Site Clearing" for removing existing trees and shrubs.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at a height 6 inches above the ground for trees up to and including 4-inch size at this height and as measured at a height of 12 inches above the ground for trees larger than 4-inch size.

B. Caliper (DBH): Diameter breast height; diameter of a trunk as measured by a diameter tape at a height 54 inches above the ground line as measured at a height of 12 inches above the ground.

C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings and defined by a circle concentric with each tree with a radius 12 times the tree's caliper size and with a minimum radius of 96 inches unless otherwise indicated.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

a. Tree-service firm's personnel, and equipment needed to make progress and avoid delays.
b. Quality-control program.

c. Coordination of Work and equipment movement with the locations of protection zones.
d. Trenching by hand or with air spade within protection zones.
e. Field quality control.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
2. Detail fabrication and assembly of protection-zone fencing and signage.
3. Indicate extent of trenching by hand or with air spade within protection zones.

C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

1.6 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

B. Quality-control program.

1.7 QUALITY ASSURANCE

A. Quality-Control Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work without damaging trees and plantings. Include dimensioned diagrams for placement of protection zone fencing and signage, instructions given to workers on the use and care of protection zones, and enforcement of requirements for protection zones.

1.8 FIELD CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.

2. Moving or parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.

1. Mixture: Well-blended mix of two parts stockpiled soil to one-part planting soil.
2. Planting Soil: Planting soil as specified in Section 329113 "Soil Preparation"

B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood.
2. Size Range: 3 inches maximum.
3. Color: Natural.

C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements: Previously used materials may be used when approved by Designer.

1. Chain-Link Protection-Zone Fencing: Polymer-coated steel or polymer-coated galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch-OD corner and pull posts; with 1-5/8-inch- OD top rails and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

    a. Height: 72 inches to 96 inches.
    b. Polymer-Coating Color: Black.

2. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch horizontal rails, with 4-by-4-inch preservative-treated wood posts spaced not more than 96 inches apart, and lower rail set halfway between top rail and ground.

    a. Height: 48 inches.

3. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and

weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.

a. Height: 48 inches.
b. Color: High-visibility orange, nonfading.

4. Gates: Single- or double- swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones; leaf width 36 inches.

D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering and as follows:

1. Size and Text: As shown on Drawings.
2. Lettering: 3-inch- high minimum, black characters on white background.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

3.2 PREPARATION

A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

B. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.

1. Apply 6-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.

3.3 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.

2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Designer.
3. Access Gates: Install as required; adjust to operate smoothly, easily, and quietly; free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Designer. Install one sign spaced approximately every 50 feet on protection-zone fencing, but no fewer than four signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Maintain protection-zone fencing and signage in good condition as acceptable to Designer and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.

B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

A. Prune tree roots that are affected by temporary and permanent construction.

B. Tree roots shall not be pruned or cut unless their removal is unavoidable or absolutely necessary. The Designer shall be notified prior to any operation known or suspected to involve cutting of more than two roots, three inches or more in diameter; and/or four roots between two and three inches in diameter.

1. The Designer shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.

C. Upon approval by the Designer, prior to any excavation, removal of sidewalk, or other activity that will result in removal of soil and tree roots, all tree roots within a designated area will be pruned to a depth of 14 inches. Pruning shall occur with a Dosko Root Pruner, or equivalent, in accessible areas, and by hand in areas inaccessible to the root pruning machine. All other root pruning shall be done by hand with approved tools.

D. Removal of roots greater than one –inch-diameter or parts of roots that are injured or diseased should be performed as follows:

1. Preserve the root bark ridge (similar in structure and function to a branch bark ridge). Directional root pruning is the recommendation technique and should be used during hand excavation around tree roots. Roots are similar to branches in their response to pruning practices. With directional root pruning, objectionable and severely injured roots are properly cut to a lateral root, if possible, that is growing downward or in a favorable direction.
2. All roots needing to be pruned or removed shall be cut cleanly with sharp hand tools, with oversight by the Designer. No wound dressings shall be used.
3. Recommended root pruning tools:

    a. Scissor-type lopper.
    b. Scissor-type pruner.
    c. Large and small hand saws.
    d. Wound scriber.
    e. Trowel or small shovel.
    f. Garden Fork.
    g. Hand broom.

E. Root Pruning Near Sidewalks:

1. Root pruning should be done carefully, by hand, to achieve the objective of reducing future sidewalk problems as well as preserving the trees. Removing anchoring roots or causing injuries in anchoring roots and root flares can cause future decay and windthrow hazards. Indiscriminate cutting of vigorous roots results in their re-sprouting so that several new roots may grow from the cut end, back under the sidewalk, thereby reducing the time between sidewalk repairs. Roots can be managed in the ground without significant harm to trees, if care is taken to avoid injuries that lead to root and trunk decay.
2. Directional root pruning is recommended because it considers the tree's response to root pruning and decay. With directional root pruning, roots are cut to a large lateral, if possible, that is growing downward or in a more favorable direction. The pruned root ends will be less likely to re-sprout, since a large lateral can assume the new terminal role of the root.
3. Proper removal of selected roots or parts of roots can direct roots away from sidewalks in the future. Procedures for root pruning directly next to sidewalks are as follows:
4. Hand-dig a trench six to eight inches in depth at the edge of the planting strip and sidewalk.
5. Remove all roots less than two inches diameter in this trench back to a desirable lateral root, preserving the root bark ridge. If careful excavation does not reveal a desirable lateral root within 12 inches of the exposed root in question, then the exposed root shall be pruned properly so that a minimal amount of root is removed.
6. Small root bundles, the source of future sidewalk problems, should also be removed at this time.

F. All roots between two and four inches in diameter should be examined by the Designer in terms of their role in anchoring the tree.

1. All roots that contribute significantly to anchorage should be preserved. Remove all other roots in this size range to sound, downward growing lateral roots that are at least one half the size of the root being removed.
2. All roots larger than four inches in diameter are to be preserved unless their removal is absolutely necessary. Preservation of large roots may require:

    a. Reducing the sidewalk width near the root flare; and/or
    b. Ramping or bridging the sidewalk over the roots to allow for root growth.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as needed to complete the project.

1. Prune to remove only injured, broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).

    a. Type of Pruning: Cleaning, raising, reducing, and thinning where indicated.
    b. Specialty Pruning: Structural, restoration, vista, espalier, pollarding, palm, and utility where indicated.

B. Unless otherwise acceptable to Designer, do not cut tree leaders.

C. Cut branches with sharp pruning instruments; do not break or chop.

D. Do not paint or apply sealants to wounds.

E. Provide subsequent maintenance pruning during Contract period as recommended by Designer.

F. Chip removed branches and spread over areas identified by Designer.

3.7 REGRADING

A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by Designer unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations at Contractor's cost, in a manner approved by Designer.

1. Submit details of proposed pruning and repairs.
2. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Designer.

B. Trees: Remove and replace trees indicated to remain that are considered dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Designer determines are incapable of restoring to normal growth pattern.

1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 4 inches or smaller in caliper size.

    a. Species: As selected by Designer.

2. Plant and maintain new trees as specified in Section 329300 "Plants."

C. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 4-inch uniform thickness to remain.

D. Soil Aeration: Where directed by Designer, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 015639

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Beneficial Occupancy procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Beneficial Occupancy.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

All of the following documents are available on the NC Office of State Construction Web Site: http://www.nc-sco.com/documents.aspx, under the heading “Project Closeout Forms”.

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Project Approval Authorization; Partial Utilization (Beneficial Occupancy)

D. Project Approval Authorization; Final Inspection for Owner Occupancy.

E. Certificate of Compliance.

F. Certificate of Completion.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 BENEFICIAL OCCUPANCY PROCEDURES

A. CMR's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Beneficial Occupancy: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Beneficial Occupancy. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner’s signature for receipt of submittals.

5. Submit test/adjust/balance records, if required.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Beneficial Occupancy: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Beneficial Occupancy. List items below that are incomplete at time of request.

1. Perform preventive maintenance on equipment used prior to Beneficial Occupancy.
2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
4. Complete final cleaning requirements, including touchup painting.
5. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Beneficial Occupancy a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Beneficial Occupancy after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining Beneficial Occupancy, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Beneficial Occupancy inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by CMR that are outside the limits of construction.

1. Organize items applying to each major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Submit list of incomplete items in the following format:

    a. PDF, for review by Architect.
    b. Provide this list in a timely manner, and include the Designer review of these items as an item on the Project Schedule.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: All written warranties submitted to the Architect for designated portions of the Work shall commence on the date of Final Acceptance, or a later date when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or

installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Beneficial Occupancy for entire Project or for a designated portion of Project:

    a. Clean Project areas of rubbish, waste material, litter, and other foreign substances.
    b. Remove tools, construction equipment, machinery, and surplus material from Project area.
    c. Clean exposed hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition.
    d. Remove debris and surface dust from limited access spaces, plenums, and similar spaces.
    e. Sweep concrete floors broom clean in unoccupied spaces.
    f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    g. Remove labels that are not permanent.
    h. Wipe surfaces of mechanical and electrical equipment and similar equipment.
    i. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    j. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
    k. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Beneficial Occupancy.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

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SECTION 017823 – OPERATION, MAINTENANCE, AND EMERGENCY SHUT OFF MANUALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for preparing operation, maintenance and emergency shut off manuals. This will be on loose leaf document that includes the following:

1. Directory of Vendors.
2. Operation manuals for systems, subsystems, and equipment.
3. Emergency shut off procedures for mechanical, electrical, and plumbing equipment and fixtures.

B. Refer to UNC-CH General Requirements, paragraph 17, for additional requirements.

1.2 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals.

1. Submit two paper copies and a PDF electronic file. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

B. Manual Submittal: Submit each manual in final form prior to requesting inspection for Beneficial Occupancy and at least 10 days before commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. The manual shall contain the following materials, in the order listed:

1. Title Page: Include the following information:

    a. Subject matter included in manual.
    b. Name and address of Project.
    c. Name and address of Owner.
    d. Date of submittal.
    e. Name and contact information for Contractor.
    f. Name and contact information for Architect.
    g. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.

2. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

3. Directory of Vendors.

    a. Include names and contact information for subcontractors and vendors who installed the systems contained in the manuals.

4. Operation manuals for systems, subsystems, and equipment shall include:

    a. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.

d. Operating procedures.
e. Operating logs.
f. Wiring diagrams.
g. Control diagrams.
h. Piped system diagrams.
i. Precautions against improper use.
j. License requirements including inspection and renewal dates.

5. Emergency instructions will include shut off and re-start procedures for mechanical, electrical, and plumbing equipment and fixtures. Include locations of electrical panels, including main and sub panels, mechanical equipment controls and disconnects, and plumbing main and branch shut off valves (including connections to water main). The instructions shall cover procedures for the following types of emergencies:

a. Fire.
b. Flood.
c. Gas leak.
d. Water leak.
e. Power failure.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation. If applicable, provide the following information for specific equipment and systems:

1. Service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
2. Lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
3. Copies of maintenance agreements with name and telephone number of service agent.
4. Copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

B. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

C. Manuals, Electronic Copy: Submit PDF version of Manuals on CD-ROM for the State, the University, and the using Department.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Requirements:

1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up record prints.

B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued. ***This set will be reviewed by the Architect at each Monthly Progress Meeting and must be kept current.***

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it.
    c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

C. Submit Record Documents to the Architect for final review at the time of Beneficial Occupancy.

END OF SECTION 017839

SECTION 024116 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, abandoning in-place, and removing site utilities.
4. Salvaging items for reuse by Owner.

B. Related Sections:

1. Section 011000 "Summary" for use of the premises and phasing requirements.
2. Section 013200 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
3. Section 311000 "Site Clearing" and Section 031200 “Earth Moving” for site clearing and removal of above- and below-grade site improvements not part of building demolition.
4. Division 33 Utilities Sections for shutting off, relocating, disconnecting, removing, and sealing or capping utilities.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction or site conditions that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, removed and reinstalled.

1.4 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.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified refrigerant recovery technician.

B. Proposed Protection Measures: Submit informational 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.

1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain, including means of egress from those buildings.

C. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work, with starting and ending dates for each activity.
2. Temporary interruption of utility services.
3. Shutoff and capping, or re-routing of utility services.

D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

E. Pre-demolition Photographs and Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before the Work begins.

F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered. Refrigerant Recovery procedure to follow UNC Refrigerant Management Program and Standard Operating Procedure.

1.6 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program. Refrigerant Recovery procedure to follow UNC Refrigerant Management Program and Standard Operating Procedure.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

D. Pre-demolition Conference: Conduct conference at project site.

1. Inspect and discuss condition of construction to be demolished.
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for noise control and dust control.
6. Review procedures for protection of adjacent buildings.
7. Review items to be salvaged and returned to Owner.
8. Review egress routes to be maintained during demolition.

1.7 PROJECT CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of Work.

B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.

1. Provide not less than 2 weeks' notice of activities that will affect operations of adjacent occupied buildings.
2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

    a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

C. Owner assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
2. Before building demolition, Owner will remove the following items:

    a. None.

D. Hazardous Materials:

1. Hazardous materials will be removed under separate contract before start of the Work.

2. If materials suspected of containing hazardous materials *are* encountered, do not disturb; immediately notify Architect and Owner.

E. On-site storage or sale of removed items or materials is not permitted.

F. Notify architect of discrepancies between existing conditions and drawings before proceeding.

1.8 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's on-site operations, and operations of adjacent occupied buildings.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Section 312000 "Earth Moving."

2.2 PERFORMANCE REQUIREMENTS

A. Regulatory requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

C. Comply with University Standards for removal and recycling of materials.

PART 3 - EXECUTION

3.1 DEMOLITION CONTRACTOR

A. Demolition Contractor:

1. Secure the extents of the site.

2. Establish a location for supervision hub, loading and unloading, and onsite storage of materials.

3. Prepare for dust control measures.

3.2 EXAMINATION

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

B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations. Comply with Section 013233 "Photographic Documentation."

D. 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 building demolition operations.

E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.3 PREPARATION

A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition. Refrigerant Recovery procedure to follow UNC Refrigerant Management Program and Standard Operating Procedure.

B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade unless stated otherwise in other Sections or on the Drawings. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

C. Existing Utilities: See Civil Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

D. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

E. Salvaged Items: Comply with the following:

1. The existing bronze horse statue that is on the southwest corner of the Bryant Hall site shall be removed and taken to a location on the FSU Campus as directed by the Owner.

3.4 PROTECTION

A. Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.

    a. Provide at least 2 weeks' notice to occupants of affected buildings if shutdown of service is required during changeover.

C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 015000 "Temporary Facilities and Controls."

1. Protect adjacent buildings and facilities from damage due to demolition activities.

2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
7. Provide appropriate dust mitigation measures.

D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch during and for at least four hours after flame cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Utility Locator Surveys: Before commencing work, perform surveys to detect utilities that are required to remain in service. Gas, water, storm sewer and sanitary sewer are known to be present in the limits of disturbance for Bryant Hall.

C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

D. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

C. Salvage: The Owner has already removed all desired items except for the aforementioned bronze statue.
.

D. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within footprint of new construction completely.

E. Existing Utilities: Demolish existing utilities and below-grade utility structures that are not to remain.

1. Fill abandoned utility structures with satisfactory soil materials or recycled pulverized concrete according to backfill requirements in Section 312000 "Earth Moving."
2. Piping: Disconnect piping at unions, flanges, valves, or fittings.
3. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

F. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1. Piping: Disconnect piping at unions, flanges, valves, or fittings.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

3.7 SITE RESTORATION

A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.

B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials, recycled pulverized concrete, or recycled pulverized masonry according to backfill requirements in Section 312000 "Earth Moving."

C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and **legally dispose of them in an NCDNR approved landfill.** See Section 017419 "Construction Waste Management and Disposal" for recycling and disposal of demolition waste.

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.

B. Do not burn demolished materials.

3.10 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Standards set forth by the North Carolina Department of Environmental Quality (NCDEQ) Division of Energy, Mineral and Land Resources.

1.2 SUMMARY

A. This Section includes the following:

1. Removal of trees and other vegetation.
2. Clearing and grubbing.
3. Removing above-grade improvements.
4. Removing below-grade improvements.

B. Related Sections:

1. Division 31 Section “Earth Moving".
2. Division 31 Section "Erosion Controls".

1.3 PROJECT CONDITIONS

A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

1. Protect improvements on adjoining properties and on Owner's property.
2. Restore damaged improvements to their original condition, as acceptable to property owners.
3. All erosion control measures shall be in place prior to commencement of clearing operations.

C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.

1. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
2. Provide protection for roots over 1-1/2 inch (38 mm) in diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt or other acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
3. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in a manner acceptable to Engineer. Employ a licensed arborist to repair damage to trees and shrubs.
4. Replace trees that cannot be repaired and restored to full-growth status, as determined by arborist.

D. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated or directed.

1.4 EXISTING SERVICES

A. General: Indicated locations are approximate; determine exact locations before commencing Work.

B. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Notify affected utility companies in advance and obtain approval before starting this Work.

C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

PART 2 – PRODUCTS

None Used.

PART 3 – EXECUTION

3.1 SITE CLEARING

A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site removal of stumps and roots.

1. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
2. Existing trees within clearing limits may be chipped and stockpiled on-site but shall NOT be used as landscaping mulch or fill.

B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to be left standing.

1. Completely remove stumps, roots, and other debris protruding through ground surface.
2. Use only hand methods for grubbing inside drip line of trees indicated to remain.
3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

    a. Place fill material in horizontal layers not exceeding 6 inches (150 mm) loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.

C. Topsoil Stripping: Strip and stockpile existing topsoil within construction limits for re-spreading. Should the Contractor elect to remove topsoil from the site, suitable topsoil from off-site sources shall be provided for re-spreading at no cost to the Owner.

1. Remove sod and grass before stripping topsoil.
2. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials. All surface topsoil, regardless of thickness encountered, shall not be considered Unsuitable Soil.
3. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
4. Stockpile topsoil materials within construction limits and away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

5. Do not stockpile topsoil within tree protection zones.
6. Dispose of excess topsoil off-site.

D. Removal of Improvements: Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.

1. Abandonment or removal of certain underground pipe or conduits may be indicated on mechanical or electrical drawings and is included under work of related Division 22 Sections. Removing abandoned underground piping or conduits interfering with construction is included under this section.

3.2 DEMOLITION PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations or as shown on the drawings.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective site demolition area.

1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction or as shown on the plans.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.

C. Provide and maintain exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

D. Protect trees, fences, poles, mailboxes, and all other property unless their removal is authorized. Any property damaged, that is not authorized for removal, shall be restored or replaced to the Owner's satisfaction.

3.3 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during selective site demolition operations.

1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.

a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving buildings to be demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other buildings before proceeding with selective demolition.

D. Utility Adjustments and Relocations: Adjust locations, elevations and routes of existing utility lines, poles, guys, vaults, handholes, boxes, and other related appurtenances as required to facilitate new construction. Coordinate adjustments and relocations with utility companies.

E. Completely remove utilities indicated to be removed and backfill excavations with suitable soil backfill in accordance with Division 31 Section “Earth Moving.”

3.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective site demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE SITE DEMOLITION

A. Demolish and remove existing construction as indicated on the drawings. Use methods required to complete Work within limitations of governing regulations.

1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
2. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

B. Demolish asphalt, concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.

C. Remove sawcut concrete and asphalt, including aggregate base, to a depth of 12-inches below existing, adjacent grade, or as indicated. Provide neat sawcut at limits of pavement removal as indicated.

3.6 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective site demolition operations.

B. Where repairs to existing surfaces are required, match previous work as closely as possible.

1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.7 CLEANING

A. Keep the site free from debris and hazards and inspect the site at the end of each day for trash. All adjacent roads and drives outside of the construction fencing shall remain in operation during construction and shall remain free of all construction materials and debris.

3.8 DISPOSAL OF WASTE MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning on Owner's Property: Burning is not permitted on Owner's property.

C. Removal from Owner's Property: Remove waste materials and unsuitable or excess soils and mulch from Owner's property. Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 311000

SECTION 31 20 00 – EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Report of Subsurface Investigation.

1. The geotechnical report is available to bidders as general information with regard to project and site conditions. However, the geotechnical report is not a part of the contract documents and is not a warranty or guarantee of subsurface conditions. Variations in subsurface conditions should be anticipated. Bidders should carefully inspect the site prior to bidding and will be provided reasonable access to perform independent explorations of subsurface conditions, if requested.

1.2 SUMMARY

A. This Section includes the following:

1. Preparing and grading subgrades for walks, lawn areas, and landscaping.
2. Excavating, filling and backfilling for structures.
3. Base course for walks and pavements.
4. Subsurface drainage backfill for trenches.
5. Excavating and backfilling trenches.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Division 01 Sections for allowances, definitions and procedures.
2. Division 31 Section "Site Clearing" for site stripping, grubbing, topsoil removal, and tree protection.
4. Division 32 Section "Seeding" for finish grading, including preparing topsoil for permanent and temporary grass seeding.
5. Division 31 “Erosion and Sediment Controls”, for all areas of the site that are graded or disturbed by any construction operations.

1.3 UNIT PRICES

A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following:

1. 24 inches outside of concrete forms other than at footings.
2. 12 inches outside of concrete forms at footings.
3. 6 inches outside of minimum required dimensions of concrete cast against grade.
4. 6 inches beneath bottom of concrete slabs on grade.
5. 6 inches beneath invert elevation of pipe in trenches, and the greater of 24 inches wider than pipe diameter or 42 inches wide.
6. Additional rock removed beyond the limits outlined above to accommodate trench boxes or other removal methods shall not be included in the payment volume.

B. Unsuitable Soil Measurement: Volume of soil actually removed, measured in original position, but not to exceed the limits directed by the Owner’s Independent Testing Agency:

C. Replacement Material Measurement: Volume exactly equal to that of the unsuitable soil or rock that was removed, measured in original position.

D. Unit prices for unsuitable soil and rock removal shall include all work and materials as defined in Division 01 sections.

1.4 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed. Refer to the following section for additional definitions of classified excavations.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below base course, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.

D. Surface Course: The top layer of the pavement structure placed on base course or subgrade.

E. Base Course: Layer placed between the subgrade elevation and asphalt paving courses.

F. Bedding Course: Layer placed over excavated subgrade in a trench before laying pipe.

G. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

I. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

1.5 EXCAVATION CLASSIFICATIONS

A. Excavation Classifications: All excavation is classified as General Excavation except for Rock and Unsuitable Soil Materials as defined in this section.

1. General Excavation: Excavation, removal and/or disposal of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and/or removed; together with soil, boulders, and other materials encountered that are not classified as rock, unsuitable soil, or unauthorized excavation.

    a. Intermittent drilling, blasting, or ripping to increase production and not necessary to permit excavation of material encountered will be considered general excavation.
    b. Soil (regardless of nature) or other debris encountered above proposed subgrade elevations shall be considered general excavation unless determined by the Architect to meet the definition of rock.
    c. In-place densification by vibratory rolling of existing soils at exposed subgrades, as described herein, shall be considered General Excavation.

2. Unsuitable Soil Excavation: Removal and disposal of soil materials or other debris encountered below proposed subgrade elevations which is deemed unsuitable to remain in place by the Architect or Owner's Independent Testing Agency.

    a. Soil and/or other debris encountered above proposed subgrade elevations shall be considered general excavation.
    b. Soil material which, in the opinion of the Architect or Owner's independent testing agency, can be repaired by scarifying, drying and recompacting or material which is made unsuitable by delay of work, lack of protection or other actions of the Contractor or his Sub-Contractors shall not be considered as unsuitable soil and shall be repaired or replaced by the Contractor at no additional cost to the Owner. Moisture content alone shall not be the determining factor as to the presence of unsuitable soil.
    c. Any material moved or removed without the measurement by the Owner's independent testing agency and approval by the Architect will be considered as general excavation.
    d. Surface topsoil, regardless of thickness encountered, shall not be considered unsuitable soil.
    e. Stones, rocks and boulders not meeting classifications of rock shall not be considered unsuitable soil. Stones, rocks and boulders shall be removed from soil as necessary if soil is to be used as fill or backfill. Removed stones, rocks and boulders shall be removed from the site.
    f. The unsuitable soil allowances shall be for unsuitable soils only and not for repair of weather-related deterioration of subgrade. These Allowances are not for required on-site cut and off-site fill necessary to bring subgrades and grades to elevations shown on drawings. Contractor shall be responsible for proper drying and dewatering procedures, as necessary, as part of his normal operations.

3. Rock Excavation: Removal of rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1.0-cu.yd. that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted. In the event rock (as defined above) is encountered, the Contractor shall immediately notify the Architect.

    a. Rock excavation equipment: Late-model, track mounted CAT 330 or equivalent hydraulic excavator equipped with a narrow (36" max) bucket with new rock teeth and operating at the highest normal operating RPM. The Contractor shall provide equipment specification and test data verifying that the equipment to be used for demonstration purposes complies with the minimum requirements. The equipment shall be in good repair and in proper working condition. The Owner reserves the right to inspect and approve the equipment to be used for demonstration purposes. Rock is defined as material which, after 1 hour of continuous digging using the equipment described above, removes less than 10 cubic yards of material.

4. Classified excavation requirements:

    a. Contractor shall expose and clean the rock material for inspection and measurement by the Architect.
    b. Do not excavate rock or unsuitable soil until it has been classified and cross-sectioned by the Owner's independent testing agency or Architect. Any material moved or removed without the measurement by the Owner's independent testing agency and approval by the Architect will be considered as unclassified excavation.
    c. The Architect shall be the final judge on what is classified as unsuitable or rock excavation.

d. The contractor may be required to provide equipment specification data verifying that the above minimum-rated equipment will be used for demonstration purposes. The equipment shall be in good repair and in proper working condition.

e. Rippable rock, weathered rock or overburden which is not classified as rock according to the above definitions shall be considered unclassified excavation.

1.6 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.

B. Test Reports: In addition to test reports required under field quality control, submit the following:

1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
2. One optimum moisture-maximum density curve for each soil material.
3. Reports of all laboratory and field tests including evaluations of subgrades and foundation bearing conditions.
4. As-built survey of athletic fields, courts and tracks demonstrating compliance with specified tolerances.
5. Reports of Special Inspections.

C. Report of rock or unsuitable soil removal with quantities confirmed in writing by the Architect or Owner's independent testing agency.

1.7 QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction. Any earthwork required for preparation of parking areas and drives shall comply with current NCDOT Standard Specifications as per the North Carolina Construction Manual.

B. Comply with applicable requirements of NFPA 495--Explosive Materials Code.

C. Testing and Inspection Service: Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing.

D. Special Inspections: Owner will employ a qualified Special Inspector or Special Inspection Agency to perform verification and inspection of earthwork construction in accordance with NC State Building Code.

E. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1.

1. Before commencing earthwork, meet with representatives of the governing authorities, Owner, Architect, consultants, Geotechnical Engineer, independent testing agency, and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least 3 working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.

1.8 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided.

1. Provide a minimum 48-hours' notice to the Architect and receive written notice to proceed before interrupting any utility.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active.

1.9 PAYMENT

A. General Excavation: All general excavation to the lines and grades indicated on the drawings including all necessary off-site disposal of excess materials and/or off-site borrow of fill materials shall be included in the base bid.

1. No statement is made or implied that the on-site grading and earthwork indicated on the drawings is balanced.

B. Unsuitable Soil Material Excavation: Unsuitable soil material excavation will be paid by unit prices included in the Contract Documents.

1. Unused amounts of monies included under allowances shall be credited to the Owner by deduct change order.

C. Rock Excavation: Rock excavation will be paid by unit prices included in the Contract Documents.

1. Unused amounts of monies included under allowances shall be credited to the Owner by deduct change order.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations.

B. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GC, GP, GM, ML, CL, SW, SP, SC, and SM; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter; with a Plasticity Index less of 20 or less and a Liquid Limit less than 40.

1. Soils free of organics and having a plasticity index greater than 20 and a liquid limit greater than 40 may be used as fill in approved non-structural areas.
2. Satisfactory soil materials obtained from off-site borrow sources shall meet all requirements listed in paragraph B above and have a standard Proctor (ASTM D698) maximum dry density of at least 100-lbs/cf.

C. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups MH, CH, OL, OH, and PT. Soils having a Plasticity Index greater than 20 and a Liquid Limit greater than 40 are also unsatisfactory within structural (building and pavement) areas.

D. Unsuitable Soil: Refer to paragraph 1.5 of this Section.

E. Backfill and Fill Materials: Satisfactory soil materials.

2.2 PROCESSED AGGREGATE MATERIALS

A. Base Course Material: Type A aggregate base course meeting the requirements of Section 520 of NCDOT "Standard Specifications for Roads and Structures."

B. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

C. Bedding Material: #57 washed stone.

D. Drainage Fill: #57 washed stone.

E. Filtering Material: #57 washed stone.

2.6 ACCESSORIES

A. Drainage (Filter) Fabric: Woven monofilament filtration geotextile, specifically manufactured as a drainage geotextile; made from polypropylene yarns; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods.

1. Tensile Strength: 200 lb; ASTM D 4632.
2. Tear Strength: 60 lb; ASTM D 4533.
3. CBR Puncture: 700 lb; ASTM D 6241.
4. Water Flow Rate: 18 gpm per sq. ft.; ASTM D 4491.
5. Apparent Opening Size: No. 70; ASTM D 4751
6. Percent Open Area: 4%; CW-02215

B. Separation/Stabilization Fabric: Woven geotextile, specifically manufactured for use as a separation and or stabilization geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
2. Tear Strength: 75 lbf (333 N); ASTM D 4533.
3. Puncture Resistance: 90 lbf (400 N); ASTM D 4833.
4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

D. Site Maintenance: The Contractor shall be responsible to take whatever measures are necessary to ensure reasonable accessibility to and on the construction site so that undue delays are avoided under normal weather conditions. These measures shall include, but not be limited to, the following:

1. Maintaining the surface of the soils in a manner to promote drainage runoff and avoid ponding of water, especially prior to predicted rain events.
2. Avoiding operation of temporary water sources or hoses in a manner which will cause unnecessary and repeated wetting of the site.
3. Fill in severely rutted areas which are ponding water during the construction activities or after rain events with drainage fill material to assist drying and allow construction activities to continue.
4. Provide drying of surface soils and soils intended for filling or backfilling as required to promote accelerated drying of those materials.
5. After successful drying efforts or prior to predicted rain events, grade the areas back to a smooth condition to promote drainage runoff.
6. Controlling vehicular traffic, both construction and personal on the site in a manner to prevent undue damage to soils whenever possible and practical.
7. Providing temporary staging areas of crushed stone or other materials around the construction site which will better withstand the weather and traffic and keep the site accessible immediately or shortly after rain events.
8. Provide de-watering equipment for any areas collecting water which may affect construction or soil densities under built areas.
9. Any claims for weather related delays considered shall be considered with particular attention paid to the Contractor's efforts in regard to the above requirements

3.2 DEWATERING

A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey groundwater away from excavations. Maintain until dewatering is no longer required.

C. Design, furnish, install, test, operate, monitor, and maintain temporary dewatering systems of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls as needed.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
3. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
4. Prevent surface water from entering excavations by grading, dikes, or other means.
5. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
6. Remove dewatering system when no longer required for construction.

D. Soft wet soils, if present at the surface, shall be dried and compacted in place by the Contractor and be stable under proofrolling prior to placing fill. Drying shall be accomplished by discing, plowing or other means necessary and shall be included in the Contractor's bid. Site soils are typical of the area and susceptible to loss of strength if they become wet, resulting in softening and rutting during construction. Site soils are extremely moisture sensitive, therefore, the Contractor shall take active and aggressive steps to dry soil materials wet of optimum to maintain construction progress through the work and to maintain access to and around the construction. The Contractor, at his option and cost may remove unstable, wet materials and replace with available fill materials in lieu of accomplishing soil drying procedures.

3.3 EXPLOSIVES

A. Explosives: Use of explosives is prohibited.

3.4 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations. Contractor is responsible for ensuring all excavation operations and other construction comply with applicable OSHA requirements. Contractor shall provide temporary shoring and bracing as needed to construct the proposed improvements and comply with the above requirements.

3.5 EXCAVATION FOR TRENCHES

A. Excavate trenches to indicated slopes, lines, depths, and invert elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: As indicated

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.

1. For pipes or conduit less than 6 inches (150 mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Where encountering rock or another unyielding bearing surface, carry trench excavation 6 inches (150 mm) below invert elevation to receive bedding course.

3.6 APPROVAL OF SUBGRADE PRIOR TO PLACING FILL OR OTHER IMPROVEMENTS

A. Notify Architect or Owner's independent testing agency when excavations have reached required subgrade.

B. After stripping is complete the exposed subgrade shall be proofrolled with a fully loaded dual wheel tandem axle dump truck or similar construction equipment. Four passes shall be made in each orthogonal direction. The proofrolling operation shall be observed by the Architect or Owner's independent testing agency. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompacted and/or densified in-place with a vibratory roller. Repeat proofrolling operations.

C. When Architect or Owner's independent testing agency determines that unforeseen unsuitable soil is present, continue excavation and replace with compacted backfill or fill material as directed.

1. Unforeseen additional excavation and replacement with suitable material approved by the Architect will be considered unsuitable material and will be paid by unit prices included in the Contract Documents. Refer to Division 1 Sections.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect. Install french drains at design subgrade if directed by the Owner's independent testing agency and approved by the Architect.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the Architect.

1. Fill unauthorized excavations under other construction as directed by the Architect or the Owner's independent testing agency.

B. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Architect.

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade.
2. Surveying locations of underground utilities for record documents.
3. Testing, inspecting, and approval of underground utilities.
4. Concrete formwork removal.
5. Removal of trash and debris from excavation.
6. Removal of temporary shoring and bracing, and sheeting.
7. Removal of objectionable materials, including rocks larger than acceptable size, from backfill soils.

3.10 UTILITY TRENCH BACKFILL

A. Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Place and compact initial backfill of satisfactory soil material or base course material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

C. Coordinate backfilling with utilities testing.

D. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.

E. Place and compact final backfill of satisfactory soil material to final subgrade.

3.11 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet, frozen, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

1. Plow, strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

B. Obtain approval of subgrade as specified prior to placing fill.

C. Obtain approval of fill materials. Remove all objectionable materials, including stones larger than acceptable size, from fill materials.

D. Place fill material in layers to required subgrade elevations.

3.12 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

a. Stockpile or spread and dry removed wet satisfactory soil material.

3.13 COMPACTION

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D698 Standard Proctor:

1. Fill Area: Compact each layer of backfill or fill material at 95% of the standard Proctor Density (ASTM D-698).

3.14 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1.2 inches (0.10 foot).

3.15 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to evaluate and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D6938 (nuclear gauge method) or equal as determined by the Owner's independent testing agency.
2. Fill Areas: At subgrade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 10,000 sq. ft. or less of fill area, but in no case fewer than three tests. Observe proofrolling of finished subgrade.
3. Trench Backfill: Perform at least one field in-place density test per 2 feet of backfill per 100 linear feet or less of trench, but no fewer than two tests per trench per day.

B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained. Contractor shall be responsible for all costs associated with re-testing required due to failed compaction.

C. Proofrolling: Subgrade to receive fill shall be proofrolled with a fully loaded dual wheel tandem axle dump truck or similar construction equipment. Four passes shall be made in each orthogonal direction. The proofrolling operation shall be observed by the Owner's testing agency. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompacted. Repeat proofrolling operations.

3.16 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace material to depth directed by the Architect or Owner's independent testing agency; reshape and recompact at optimum moisture content to the required density.

C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 31 20 00

SECTION 31 25 00 - EROSION & SEDIMENT CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following: Soil erosion and sedimentation control for all areas of the site that are graded or disturbed by any construction operations and elsewhere as indicated on the Drawings or specified herein. Erosion control shall be as specified herein and as may be required by actual conditions and governing authorities.

B. The Contractor is fully responsible for all applicable permits and approvals for off-site borrow and waste areas.

C. The Contractor shall have full responsibility for the construction and maintenance of erosion control and sedimentation control facilities as shown on the Drawings and as specified herein. The Contractor shall at all times provide the operation and maintenance necessary to operate the permitted sediment and erosion controls at optimum efficiency.

D. The Contractor shall provide permanent or temporary ground cover as soon as possible over disturbed areas of the site, and shall provide permanent or temporary ground cover in no more than 14 days after construction activities have permanently or temporarily ceased over the disturbed area. Temporary or permanent ground cover shall be provided on slopes within 7 days after construction activities have permanently or temporarily ceased.

E. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 31 Section "Site Clearing"
2. Division 31 Section "Earth Moving"
3. Division 32 Section "Seeding"

1.3 PRODUCT HANDLING

A. Deliver seed, fertilizer and other packaged materials in unopened original packages with labels legible and intact. Seed packages shall bear a guaranteed analysis by a recognized authority.

B. On-site storage of materials shall be kept to a minimum. Wet or damaged seed or other material shall be removed from the project site immediately.

1.4 MONITORING AND RECORD KEEPING

A. Contractor shall abide by all conditions of the General Permit to Discharge Stormwater under the National Pollutant Discharge Elimination System (NPDES), Permit No. NCG010000 (obtain copy from Owner) and the general requirements listed below. NPDES General Permit No. NCG01000 can be viewed at: *https://files.nc.gov/ncdeq/Energy%20Mineral%20and%20Land%20Resources/Stormwater/NPDES%20General%20Permits/NCG01%20Permit%20Renewal%202016.pdf.*

B. All sediment and erosion control devices and facilities shall be inspected at least once every seven (7) calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.

C. Stormwater discharges shall be inspected by observation for stormwater discharge characteristics (as listed below) at the above frequency to evaluate the effectiveness of the sediment control facilities, devices or practices. Observations shall be made at all stormwater discharge outfalls and other locations were concentrated stormwater discharges from the site. Observations shall be qualitative, no analytical testing or sampling is required. If any visible off-site sedimentation is leaving the site, corrective action shall be taken to reduce the discharge of sediments.

1. Color.
2. Odor.
3. Clarity.
4. Floating solids.
5. Suspended solids.
6. Foam.
7. Oil sheen.
8. Other obvious indicators of stormwater pollution.

D. The contractor shall perform and keep records of the above inspections. Visible sedimentation found off the site shall be recorded with a brief explanation as the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. This record shall be made available to the Owner, Architect and governmental authorities.

PART 2 - PRODUCTS

2.1 SOIL AMENDMENTS AND SEED

A. Refer to Division 32 Section “Planting”.

2.2 MISCELLANEOUS

A. Gravel for Stone Filters: Washed No. 57 stone or as indicated on the drawings.

B. Silt Fence Fabric: A synthetic filter fabric or a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn, which is certified by the manufacturer or supplier as conforming to the following requirements.

1. Tensile Strength (Grab): 90 x 90-lbs. min., ASTM D 4632.
2. Permittivity: 0.05-sec^{-1} min., ASTM D 4491.
3. Apparent Opening Size: #30 US Sieve (0.60-mm) max., ASTM D 4751.
4. UV Resistance (500-hrs): 70%, ASTM D 4355.

C. Filter Fabric (for installation under riprap): Woven geotextile fabric, apparent opening size no larger than US Standard Sieve no. 70, min. grab strength of 120-lbs.

D. Manufactured Inlet Sediment Control Device: Storm drainage inlet sediment control device shall be manufactured from woven polypropylene geotextile to fit the opening of a catch basin or drop inlet to filter sediment from runoff entering the inlet. The device shall be a High Flow Siltsack as manufactured by ACF Environmental, Inc. or approved equal. Device shall be provided with an integral curb deflector if installed at a catch basin with a vertical opening adjacent to a horizontal grate.

E. Dewatering Silt Bag: Permeable, non-woven geotextile bag manufactured to accept and filter pumped, sediment-laden water from dewatering activities. Silt bag shall be sized as appropriate for the dewatering pump discharge rate and shall be fitted with a fill spout large enough to

accommodate the discharge piping of the dewatering pump. Silt bag shall be Dirtbag as manufactured by ACF Environmental, Inc. or approved equal.

F. Compost Filter Sock: Three-dimensional tubular sediment control device comprised of an organic compost filter media contained in a tubular knitted mesh sock.

1. Filter media shall be mature compost that has been certified by the US Composting Council's Seal of Testing Assurance Program and meeting the following specifications.

   a. pH: 5.0 – 8.5.
   b. Moisture Content: < 60%.
   c. Organic Matter: >25%, dry weight.
   d. Particle Size: 99% passing 2-in sieve, 30-50% passing 3/8-in sieve.

2. Filter sock netting shall be 5-mm thick continuous HDPE filament, tubular knitted mesh with 3/8-in openings. Filled sock shall be a minimum of 12-in in diameter.
3. Stakes shall be 2x2-in x 3-ft wooden stakes.

2.3 CHANNEL AND SLOPE MATTING

A. Slope and Channel Matting: Erosion Control blankets shall be a machine-produced mat of curled wood fiber (excelsior) or synthetic polypropylene fiber as specified below. The blanket shall be of consistent thickness with the fiber evenly distributed over the entire area of the mat. The blanket shall be covered with a photo degradable plastic netting secured to the fiber mat. Slope matting and channel liners shall be excelsior mat unless otherwise indicated on the drawings.

1. Excelsior Mat:

   a. Fiber: Curled wood excelsior of 80% six inch or longer fiber length with a consistent width of fibers evenly distributed throughout the mat. Mat shall be smolder resistant with no chemical additives.
   b. Top and Bottom Netting: Photo degradable extruded plastic netting with maximum mesh size of ¾" x ¾".

2. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 6" long legs. 1.75 staples per square yard of matting minimum.

2.4 RIPRAP

A. Riprap: Provide riprap of the class and quantity indicated on the Drawings. While no specific gradation is required, the various sizes of the stone shall be equally distributed within the required size range. The size of an individual stone shall be determined by measuring its long dimension. Stone shall meet the requirements of the following table for class and size distribution. No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified.

REQUIRED STONE SIZES - INCHES			
CLASS	MINIMUM	MIDRANGE	MAXIMUM
A	2	4	6
B	5	8	12
1	5	10	17
2	9	14	23

PART 3 - EXECUTION

3.1 GENERAL

A. Existing Structures and Facilities

1. Existing structures, facilities, and water courses shall be protected from sedimentation.
2. The Contractor shall be responsible for the construction of necessary measures, and all costs shall be at the expense of the Contractor.
3. Items to be protected from sedimentation deposits shall include, but are not limited to, all downstream property, natural waterways, streams, lakes and ponds, catch basins, drainage ditches, road gutters, and natural buffer zones.
4. Control measures such as the erection of silt fences, barriers, dams, or other structures shall begin prior to any land disturbing activity. Additional measures shall be constructed as required during the construction.
5. All facilities installed shall be maintained continuously during construction until the disturbed areas are stabilized. Contractor shall remove all erosion control measures at the end of the project at his expense unless otherwise directed by the Owner or his representative.
6. Perform monitoring and record keeping as specified in this section.

3.2 PROTECTIVE MEASURES

A. Protective measures shall conform to all State and Local requirements.

B. Construction and maintenance of sediment and erosion control measures shall be in accordance with all applicable laws, codes, ordinances, rules and regulations.

1. Silt Fence: Hog wire or wire mesh fastened to posts as recommended by the Manufacturer and covered with silt fabric.
2. Berms and Diversion Ditches: These shall be graded channels with a supporting ridge on the lower side constructed across a sloping land surface. Diversion ditches and berms shall be planted in vegetative cover as soon as completed.
3. Mulching: Mulching shall be used to prevent erosion and to hold soil and seed in place during the establishment of vegetation.
4. **Matting: Temporary slope and channel matting shall be used for temporary stabilization during the establishment of seeded cover in all grassed ditches, channels, long slopes, and steep banks (6:1 or steeper) and additional areas as indicated on plans**. Matting shall be installed on any area on site as needed to provide temporary stabilization whether or not matting is indicated on the plan. Install as indicated or per manufacturer's instructions. The installation of matting may be waived by the Architect is surface stabilization is obtained by other methods within the appropriate and agreed time frames. If adequate stabilization is not obtained, the Contractor shall install matting where required at no additional cost to the Owner.
5. Build Berm, Pits and Gravel Filter as shown on Drawings. Maintain during construction to keep erosion and sedimentation to a minimum. When it is necessary to remove berm, pits, and gravel, return area to required profiles and condition.

6. Construction Entrances: Construct all entrances in accordance with plans. Maintain all ingress/egress points to prevent tracking of soil onto the Owner's, public or private roads. Any soil that is tracked onto the roads shall be removed immediately.
7. Riprap: Stone shall be graded so that the smaller stones are uniformly distributed throughout the mass. Stone may be placed by mechanical methods, augmented by hand placing where necessary, provided that when the riprap is completed it forms a properly graded, dense, neat layer of stone.
8. Manufactured Inlet Sediment Control Device: Install device in accordance with manufacturer's instructions and install a curb deflector if appropriate. Inspect device after each rain event and at intervals not exceeding two weeks during construction. Remove, empty, clean, and replace the device as needed during construction. Empty collected sediment in approved, protected location. Remove and dispose of device following full and permanent stabilization of the contributing drainage area.
9. Dewatering Silt Bag: Install silt bag on an undisturbed slope so incoming water flows downhill through the bag without causing erosion. Remove and replace silt bag when device no longer drains efficiently due to accumulated sediment in bag. Empty bag within disturbed limits of the site protected by other sediment control measures.
10. Compost Filter Logs: Stake filter log every 10-ft. Drive stakes through the center of the log and 1-ft into the ground. If sock netting must be joined, fit beginning of the new sock over the end of the old sock, overlapping by 1-2 ft. Fill with compost and stake the joint.
11. Other Measures: Other methods of protecting existing structures and facilities, such as vegetative filter strips, diversions, rip-rap, baffle boards, and ditch checks used for reduction of sediment movement and erosion, may be used at the option of the Contractor when approved by the appropriate State or local authorities.

C. Provide the following, at a minimum, to prevent windblown dust.

1. Apply straw mulch and establish temporary or permanent ground cover on exposed soil where work is not being actively performed.
2. Cover or establish vegetative cover on stockpiles.
3. Apply water or other approved dust suppressant as needed to soil surfaces before they become excessively dry.
4. Sweep and collect soil that has been tracked onto paved surfaces.

3.3 STABILIZATION

A. Permanently protect stabilized areas prior to the removal of protective devices.

B. After the final establishment of permanent stabilization, remove temporary sediment control measures. Re-spread accumulated sediments as specified.

C. Permanently stabilize all areas disturbed by the removal and re-spreading operations immediately.

3.4 TEMPORARY SEEDING

A. In accordance with the schedule as detailed on the drawings.

3.5 PERMANENT SEEDING

A. In accordance with the schedule as detailed on the drawings.

3.6 MULCHING AND MATTING

A. Apply mulch or matting to retain soil and grass.

B. Mulch areas with slope greater than 5% by spreading a light cover of mulch over seeded area at the rate of not less than 85 lbs. per 1000 sq. ft.

C. Install temporary matting in all grassed ditches, channels, long slopes, and steep banks (6:1 or steeper) and additional areas indicated on plans or where extra protection from erosion is needed.

END OF SECTION 31 25 00

SECTION 32 90 00 SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Seeding
2. Seedbed preparation.
3. Soil amendments.
4. Fertilizers and mulches.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 31, Section "Site Clearing" for protection of existing trees and planting, topsoil stripping and stockpiling, and site clearing.
2. Division 31, Section "Earth Moving" for excavation, filling, rough grading, and subsurface aggregate drainage and drainage backfill.
3. Division 31 Section “Erosion Controls” soil erosion and sedimentation control.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.

B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.

1. Manufacturer's certified analysis for standard products.
2. Label data substantiating that planting materials comply with specified requirements.

C. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

D. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, at least fifteen names and address of architects and owners, total years of experience and landscape contractor’s license number. If the landscape contractor hires a sub-contractor for seeding operations, the same references shall be required from them also.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that seeding is in progress.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

B. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.6 PROJECT CONDITIONS

A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.

1.7 COORDINATION AND SCHEDULING

A. Coordinate seeding during normal planting seasons for each type of seed required.

1.8 GRASS ESTABLISHMENT SCHEDULE

A. Refer to the Supplementary Conditions for Substantial Completion dates of grassed areas of the site.

B. Definitions:

1. Substantially Complete seeded or sprigged grass: A healthy, dense, weed free stand of the specified species of grass with 95% grass coverage as evaluated on a per square yard sample basis. Required topdressing for play fields may be applied following substantial completion.

C. Complete Site: A substantially complete installation of grass sod and/or stand of grass, germinated from seed or sprigs, on the complete site shall be established by the date of Substantial Completion.

1.9 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Warranty: Installer agrees to repair or replace grass that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.

2. Warranty Periods from Date of Substantial Completion: 6 months.

1.10 LAWN/GRASS MAINTENANCE

A. Begin maintenance of lawns and other grassed areas immediately after each area is planted and continue until acceptable lawn is established and accepted by the Owner, but for not less than the following periods:

1. Seeded Grass: Until Final Completion.

a. When full maintenance period has not elapsed before end of planting/growing season, or if lawn is not fully established at that time (95% coverage as established on a per square yard sample basis), continue maintenance during next planting season until 95% coverage is established.

B. Maintain and establish grass by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.

C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches (100 mm). Following the date of project Substantial Completion, water from irrigation may be obtained from the site water system.

1. Supplement natural precipitation to provide a net rate of one inch of water per week or as required to maintain lawn in a thriving condition.
2. Watering shall conform to the time, volume and frequency recommendations of applicable governmental water conservation regulations.
3. Irrigate at minimum rate of once per day for two full weeks following date of seeding or sod installation.
4. Irrigate at minimum of once per week for remainder of mainentance period.

D. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height at any mowing. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.

E. Postfertilization: Apply fertilizer to lawn after first mowing and when grass is dry. Apply only from August through October.

1. Use fertilizer that will provide actual nitrogen of at least 1 lb per 1000 sq. ft. (0.5 kg per 100 sq. m) of lawn area or as required to maintain lawn in a thriving condition. A minimum of 50% of the nitrogen shall be in a slow release form.

PART 2 - PRODUCTS

2.1 GRASS/LAWN MATERIALS

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.

1. Seed Mixture: Provide seed of grass species and varieties as specified on the drawings.

2.2 SOIL AMENDMENTS

A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 (2.36 mm) sieve and a minimum 75 percent passing a No. 60 (250 micrometer) sieve.

1. Provide lime in the form of dolomitic limestone.

B. Perlite: Horticultural perlite, soil amendment grade.

C. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.

D. Peat Humus: For acid-tolerant trees and shrubs, provide moss peat, with a pH range of 3.2 to 4.5, coarse fibrous texture, medium-divided sphagnum moss peat or reed-sedge peat.

E. Sawdust or Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

1. When site treated, mix with at least 0.15 lb (2.4 kg) of ammonium nitrate or 0.25 lb (4 kg) of ammonium sulfate per cu. ft. (cu. m) of loose sawdust or ground bark.

F. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

G. Herbicides: EPA registered and approved, of type recommended by manufacturer.

H. Water: Potable.

2.3 FERTILIZER

A. Bonemeal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency and as needed to maintain plant material and lawns in a thriving condition.

D. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency and as needed to maintain plant material and lawns in thriving condition.

2.4 EROSION-CONTROL MATERIALS

A. Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

B. Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, 0.92 lb per sq. yd. (0.5 kg per sq. m) minimum, with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

2.5 TACKIFIER

a. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

b. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors. (9 gals/1,000 SF).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive seeding for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 LAWN PLANTING PREPARATION

A. Limit subgrade preparation to areas that will be planted in the immediate future.

B. Loosen subgrade to a minimum depth of 8 inches. Remove stones larger than 1/2 inch (19 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials. Remove excess gravel which will inhibit lawn establishment and survival.

C. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:

1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
2. Till surface soil to a depth of at least 6 inches (150 mm). Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
3. Clean surface soil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.

D. Grade grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1 inch in any dimension and other objects that may interfere with planting, maintenance operations or which could cause injury.

E. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.3 SEEDING NEW LAWNS

A. Sow seed with a spreader or a seeding machine. Do not broadcast or drop seed when wind exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in 2 directions at right angles to each other.

1. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

B. Sow seed at the rates required to achieve 95% coverage prior to substantial completion as determined on a per square yard basis..

C. Rake seed lightly into top 1/8 inch (3 mm) of topsoil, roll lightly, and water with fine spray. Remove surface rocks of greater than 1" diameter.

D. Protect seeded slopes 6:1 (Horizontal:Vertical) and steeper against erosion with erosion-control blankets installed and stapled according to manufacturer's recommendations.

E. Protect seeded areas with slopes flatter than 6:1 against erosion by spreading straw mulch after completion of seeding operations. Spread uniformly at a minimum rate of 4,000-lbs per acre to form a continuous blanket 1-1/2 inches loose depth over seeded areas. Spread by hand, blower, or other suitable equipment. Tack with liquid asphalt tack at 400 gals per acre or non-asphaltic tackifier.

F. If seeding occurs in summer months, protect seeded areas against hot, dry weather or drying winds by applying peat mulch within 24 hours after completion of seeding operations. Soak and scatter uniformly to a depth of 3/16 inch (4.8 mm) thick and roll to a smooth surface.

3.4 HYDROSEEDING NEW LAWNS

A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.

1. Mix slurry with nonasphaltic tackifier.
2. Apply slurry uniformly to all areas to be seeded in a 2-step process. Apply first slurry application at the minimum rate of 500 lb per acre (5.5 kg per 100 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate. Apply slurry cover coat of fiber mulch at a rate of 1000 lb per acre (11 kg per 100 sq. m).

3.5 RECONDITIONING LAWNS

A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

C. Where repairable lawn remains, as determined by the Owner, mow, dethatch, core aerate, and rake heavily and deeply. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.

E. Till stripped, bare, compacted or otherwise unrepairable areas thoroughly to a depth of 8 inches.

F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Provide new planting soil as required to fill low spots and meet new finish grades.

G. Apply seed and protect with straw mulch as required for new lawns.

H. Water newly planted areas and keep moist until new grass is established.

3.6 INSPECTION AND ACCEPTANCE

A. When landscape work is completed, including maintenance, Architect will, upon written request, make a final inspection to determine acceptability.

B. At time of inspection for initial Acceptance, turf shall have been freshly mowed within the last 48 hours. Turf shall be healthy, of uniform color and exhibiting signs of good growth. A minimum of 95% of the specified seeding area shall be covered in established turf possessing both stolens (i.e. runners) and rhizomes. There shall be no bare areas greater than 4 sq. ft. or 1.5 ft. in any dimension. Seedling plants not having reached tiller stage (i.e. runner producing) shall be considered bare area. Turf shall be 100% free of noxious and perennial weeds and relatively free of annual weeds.

E. When inspected work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Architect and found to be acceptable. Remove rejected materials promptly from project site.

3.7 CLEANUP AND PROTECTION

A. During seeding installation, keep pavements clean and work area in an orderly condition.

B. Protect seeded areas from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged work as directed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property unless an agreement is made with the Owner otherwise.

END OF SECTION

SECTION 33 31 00 - SITE SANITARY SEWER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes sewerage systems outside the building.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Division 03 Section "Cast-in-Place Concrete" for cast-in-place concrete structures.

1.3 DEFINITIONS

A. Sewerage Piping: System of sewer pipe, fittings, and appurtenances for gravity flow of sanitary sewage.

1.4 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.

B. Product data for the following:

1. Cleanouts.
2. Pipe and fittings.
3. Couplings.
4. Manhole Apurtenances.

C. Shop drawings for precast concrete manholes and other structures. Include frames, covers, and grates.

D. Shop drawings for cast-in-place concrete or field-erected masonry manholes and other structures. Include frames, covers, and grates.

E. Coordination drawings showing manholes and other structures, pipe sizes, locations, and elevations. Include details of underground structures and connections. Show other piping in same trench and clearances from sewerage system piping. Indicate interface and spatial relationship between piping and proximate structures.

F. Inspection and test reports specified in the "Field Quality Control" Article.

G. Record drawings at Project closeout of installed sewer system piping and structures according to Division 01 Section - Project Record Drawings.

H. As-Built surveys in hard copy and AutoCad drawing file format of installed utilities including locations, invert and top elevations of manholes; materials, sizes, lengths and slopes of sanitary sewers; and any deviation from the original construction drawings. As-built surveys shall be signed and sealed by a NC Professional Land Surveyor. Perform and submit as-built survey as

soon as possible following installation of manholes and sewer main piping. Survey shall be submitted at least 60-days prior to needed use of sewer main.

1.6 QUALITY ASSURANCE

A. Environmental Agency Compliance: Comply with regulations pertaining to sanitary sewerage systems.

B. Utility Compliance: Comply with regulations pertaining to sanitary sewerage systems. Include standards of water and other utilities where appropriate. All materials, construction methods and testing shall comply with the requirements of the City of Fayetteville Public Works Commission (PWC).

C. Product Options: Drawings indicate sizes, profiles, connections, and dimensional requirements of system components and are based on specific manufacturer types indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 01 Section "Product Substitutions."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not store plastic structures in direct sunlight.

B. Do not store plastic pipe or fittings in direct sunlight.

C. Protect pipe, pipe fittings, and seals from dirt and damage.

D. Handle precast concrete manholes and other structures according to manufacturer's rigging instructions.

1.8 PROJECT CONDITIONS

A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.

B. Locate existing structures and piping to be closed and abandoned.

C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.

1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without receiving Architect's written permission.

1.9 SEQUENCING AND SCHEDULING

A. Coordinate sanitary sewerage system connections to utility company's sanitary sewer.

B. Coordinate combined sanitary sewerage and storm drainage system connections to utility company's combined sewer.

C. Coordinate sanitary sewerage system connections to existing on-site sanitary sewer.

D. Coordinate with interior building drainage systems.

E. Coordinate with other utility work.

PART 2 - PRODUCTS

2.1 PIPES AND FITTINGS

A. Ductile-Iron Pipe: AWWA C150 and C151, Class 50 minimum, for push-on joints per AWWA C111. Pipe shall be designed for an 8-foot minimum cover and a Type 1 laying condition.

1. Standard-Pattern, Ductile-Iron and Cast-Iron Fittings: AWWA C110, for push-on joints.
2. Compact-Pattern, Ductile-Iron Fittings: AWWA C153, for push-on joints.
3. Pipe and Fitting Interior Coating: AWWA C104, asphaltic-material seal coat, minimum 1-mil thickness.
4. Gaskets: AWWA C111, rubber.

B. Polyvinyl Chloride (PVC) Sewer Pipe and Fittings: ASTM D 3034, SDR 26, push on elastomeric joints per ASTM D-3212 with intergal bells and with gaskets that are pemanently installed at the factory.

1. Primer: ASTM F 656.
2. Solvent Cement: ASTM D 2564.
3. Gaskets: ASTM F 477, elastomeric seal.

C. Polyvinyl Chloride (PVC) Gravity Sewer Service Pipe and Fittings: ASTM D-1785, SCH 40, NSF approved, solvent-cemented joints, 20-ft. lengths.

1. Primer: ASTM F 656.
2. Solvent Cement: ASTM D 2564.

2.2 SPECIAL PIPE COUPLINGS AND FITTINGS

A. Sleeve-Type Pipe Couplings: Rubber or elastomeric sleeve and band assembly fabricated to match outside diameters of pipes to be joined, for nonpressure joints.

1. Sleeves for Cast-Iron Soil Pipe: ASTM C 564, rubber.
3. Sleeves for Plastic Pipe: ASTM F 477, elastomeric seal.
4. Sleeves for Dissimilar Pipes: Compatible with pipe materials being joined.
5. Bands: Stainless steel, at least one at each pipe insert.

2.3 MANHOLES

A. Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasket joints.

1. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent floatation.
2. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having a separate base slab or base section with integral floor.
3. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
4. Top Section: Eccentric cone type, unless concentric cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
5. Joints: Plastic cement putty meeting Fed Spec SS-C-153, 'O'-ring meeting ASTM C443, or "ram neck".
6. Grade Rings: Include 2 or 3 reinforced-concrete rings, of 6- to 9-inch total thickness, that match a 24-inch-diameter frame and cover.
7. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.

B. Manhole Frames and Covers: ASTM A48, Class 30, gray iron. Include 22-1/4-inch inside diameter by 7-1/2-inch riser with 4-inch minimum width flange, and 23-1/2-inch- diameter cover. Include indented top design with lettering, equivalent to the following, cast into cover:

1. Sanitary Sewerage Piping Systems: SANITARY SEWER.
2. Storm Drainage Piping Systems: STORM SEWER.

2.4 CONCRETE

A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Structures: Portland-cement design mix, 4000 psi minimum, with 0.45 maximum water-cement ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed steel.

C. Structure Channels and Benches: Factory or field formed from concrete. Portland-cement design mix, 4000 psi minimum, with 0.45 maximum water-cement ratio.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 IDENTIFICATION

A. Materials and their installation are specified in Division 31 Section "Earth Moving." Arrange for installation of green warning tapes directly over piping and at outside edges of underground structures.

1. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.3 INSTALLATION, GENERAL

A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of underground sewerage piping. Location and arrangement of piping layout take into account many design considerations. Install piping as indicated, to extent practical.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

C. Use manholes for changes in direction, except where fittings are indicated. Use fittings for branch connections, except where direct tap into existing sewer is indicated.

D. Use proper size increasers, reducers, and couplings, where different sizes or materials of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.

E. Install gravity-flow-systems piping at constant slope between points and elevations indicated. Install straight piping runs at constant slope, not less than that specified, where slope is not indicated.

F. Extend sewerage piping and connect to building's sanitary drains, of sizes and in locations indicated. Terminate piping as indicated.

G. Install sewerage piping pitched down in direction of flow, at minimum and cover as indicated.

H. Tunneling: Install pipe under streets or other obstructions, that cannot be disturbed, by tunneling, jacking, or a combination of both.

3.4 PIPE JOINT CONSTRUCTION AND INSTALLATION

A. General: Join and install pipe and fittings according to the following.

B. Hub-and-Spigot, Cast-Iron Soil Pipe and Fittings: With rubber compression gaskets according to CISPI "Cast Iron Soil Pipe and Fittings Handbook," Volume I. Use gaskets that match class of pipe and fittings.

C. Ductile-Iron Pipe with Ductile-Iron or Cast-Iron Fittings: With push-on-joint, rubber gaskets according to AWWA C600.

D. Polyvinyl Chloride (PVC) Plastic Pipe and Fittings: As follows:

1. Join solvent-cement-joint pipe and fittings with solvent cement according to ASTM D 2855 and ASTM F 402.
2. Join pipe and gasketed fittings with elastomeric seals according to ASTM D 2321.
3. Join profile sewer pipe and ribbed drain pipe and gasketed fittings with elastomeric seals according to ASTM D 2321 and manufacturer's written instruction.
4. Install according to ASTM D 2321.

3.5 MANHOLE INSTALLATION

A. General: Install manholes, complete with accessories, as indicated.

B. Form continuous concrete channels and benches between inlets and outlet, where indicated.

C. Set tops of frames and covers flush with finished surface where manholes occur in pavements. Set tops 3 inches above finished surface elsewhere, except where otherwise indicated.

D. Place precast concrete manhole sections as indicated, and install according to ASTM C 891.

1. Provide joint gasket at joints of sections.
2. Apply bituminous mastic coating at joints of sections.

3.6 CONCRETE PLACEMENT

A. Place cast-in-place concrete according to ACI 318, ACI 350R, and as indicated.

3.7 CLEANOUT INSTALLATION

A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.

B. Set cleanout frames and covers in earth in a cast-in-place concrete block, as indicated on the plans. Set tops flush with surrounding earth grade.

C. Set cleanout frames and covers in concrete paving with tops flush with surface of paving.

3.8 FIELD QUALITY CONTROL

A. Clear interior of piping and structures of dirt and superfluous material as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.
2. Place plug in end of incomplete piping at end of day and whenever work stops.
3. Flush piping between manholes and other structures, if required by authorities having jurisdiction, to remove collected debris.

B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.

1. Submit separate reports for each system inspection.
2. Defects requiring correction include the following:

    a. Alignment: Less than full diameter of inside of pipe is visual between structures.
    b. Crushed, broken, cracked, or otherwise damaged piping.
    c. Infiltration: Water leakage into piping.
    d. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

C. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems according to authorities having jurisdiction.
3. Schedule tests, and their inspections by the Fayetteville PWC, with at least 24 hours' advance notice.
4. Submit separate reports for each test.
5. Perform hydrostatic test and low pressure air test as required by the Fayetteville PWC.

    a. Hydrostatic test: Allowable leakage is a maximum of 100 gallons per inch nominal pipe size per mile of pipe per 24-hours.
    b. Air test: Perform low pressure air test according to ASTM C828.

6. Manholes: Perform hydraulic test according to ASTM C 969.
7. Leaks and loss in test pressure constitute defects that must be repaired.
8. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.

END OF SECTION 333100

SECTION 33 40 00 - SITE STORM DRAINAGE UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes site drainage systems outside the building. Systems include the following:

1. Storm drainage.
2. Foundation drainage connections outside of building.
3. Roof drainage connections outside of building.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Division 31 Section “Earth Moving.”
2. Division 31 Section “Sediment and Erosion Controls.”
3. Division 3 Section “Cast-In-Place Concrete.”
4. Division 15 Sections for storm drainage inside the building.

1.3 DEFINITIONS

A. Drainage Piping: System of pipe, fittings, and appurtenances for gravity flow of storm drainage.

1.4 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. As-Built Survey / Record drawings of installed drainage system piping and basins and all stormwater management devices (ponds, wetlands, bio-retention areas). Survey shall be submitted at least 30-days prior to the project’s substantial completion.

1.5 QUALITY ASSURANCE

A. Environmental Agency Compliance: Comply with regulations pertaining to storm drainage systems.

B. Utility Compliance: Comply with regulations pertaining to storm drainage systems.

C. Product Options: Drawings indicate sizes, profiles, connections, and dimensional requirements of system components and are based on specific manufacturer types indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 1 Section "Products."

D. Perform As-Built Survey of installed drainage system piping and basins and all stormwater management devices (ponds, wetlands, bio-retention areas). As-built survey shall be signed and seal by a NC Professional Land Surveyor and shall include the following:

1. All inlet, junction box and manhole locations with no less than two primary reference dimensions from permanent above grade features.
2. As-built rims and inverts noted.
3. Pipe materials and sizes, plus slopes and distances between structures.

4. As-built dimensions for installed riprap dissipater pads.
5. Topography of embankments and interiors of drained stormwater management ponds, wetlands and bio-retention cells. Topography shall include all survey point elevations.
6. Detailed as-built dimensions and elevations of stormwater management device outlet structures, weirs, orifices, and outlet pipes.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not store plastic structures in direct sunlight.

B. Do not store plastic pipe or fittings in direct sunlight.

C. Protect pipe, pipe fittings, and seals from dirt and damage.

1.7 PROJECT CONDITIONS

A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.

B. Locate existing structures and piping to be closed and abandoned.

C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.

1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without receiving Architect's written permission.

1.8 SEQUENCING AND SCHEDULING

A. Coordinate storm drainage system connections to utility company's storm sewer.

B. Coordinate storm drainage system connections to existing on-site storm sewer.

C. Coordinate with interior building drainage systems.

D. Coordinate with other utility work.

PART 2 - PRODUCTS

2.1 PIPES AND FITTINGS

A. General: Refer to plans for specific pipe material applications.

B. Reinforced-Concrete Sewer Pipe and Flared End Sections: ASTM C 76, Class III.

1. Standard Joints: Plastic cement putty seal meeting ASTM C990 and Federal Specification SS-S-00210.

2.2 MANHOLES

A. Precast Concrete Storm Drainage Manholes: ASTM C-478 precast reinforced concrete, eccentric cone. All structures shall be designed to withstand AASHTO H-20 loads.

1. Base, Channel, and Bench: Concrete.
2. Joint: Preformed flexible plastic gaskets complying with Fed. Spec. SS-S-210A.
3. Size: As required to accommodate proposed pipes indicated on the drawings, 4-ft diameter minimum.

B. Frames and Covers: ASTM A48, Class 35B, heavy-duty cast iron. Include flat, round grate with 1-1/2" wide slotted drainage openings with a minimum total open area of 150-sq.in.

2.3 CONCRETE

A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:

1. Cement: ASTM C 150, Type I, 3,000-psi.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Structures: Portland-cement design mix, 4000 psi minimum, with 0.45 maximum water-cement ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed steel.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

3.2 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

A. Special Pipe Couplings: Use where indicated and where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.

3.3 INSTALLATION, GENERAL

A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of underground drainage systems piping. Location and arrangement of piping layout take into account many design considerations. Install piping as indicated, to extent practical. Refer to drawings for material and structure types for specific applications.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

C. Use proper size increasers, reducers, and couplings, where different sizes or materials of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.

D. Extend drainage piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.

E. Install drainage piping pitched down in direction of flow, at minimum slope of 1 percent and 36-inch minimum cover, except where otherwise indicated.

F. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and fit both systems' materials and dimensions.

I. Install stormwater control measure outlet pipes through embankments with concrete support cradle from the bottom of the pipe trench to the springline of the pipe.

3.4 MANHOLE INSTALLATION

A. Construct inlets to sizes and shapes indicated.

B. Set frames and grates to elevations indicated.

C. Install prefabricated area drains per manufacturer's instructions.

3.5 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

A. Abandoned Piping: Close open ends of abandoned underground piping that is indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either of the following procedures:

1. Close open ends of piping with at least 8-inch-thick brick masonry bulkheads.
2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.

B. Abandoned Structures: Excavate around structure as required and use either of the following procedures:

1. Remove structure and close open ends of remaining piping.
2. Backfill to grade according to Division 2 Section "Earthwork."

3.6 FIELD QUALITY CONTROL

A. Clear interior of piping and structures of dirt and superfluous material as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.
2. Place plug in end of incomplete piping at end of day and whenever work stops.
3. Flush piping between manholes and other structures, if required by authorities having jurisdiction, to remove collected debris.

B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.

1. Submit separate reports for each system inspection.
2. Defects requiring correction include the following:

    a. Alignment: Less than full diameter of inside of pipe is visual between structures.
    b. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 92.5 percent of piping diameter.
    c. Crushed, broken, cracked, or otherwise damaged piping.
    d. Infiltration: Water leakage into piping.
    e. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

c. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems according to authorities having jurisdiction.

3. Schedule tests, and their inspections by authorities having jurisdiction, with at least 24 hours' advance notice.
4. Submit separate reports for each test.

END OF SECTION 33 40 00

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