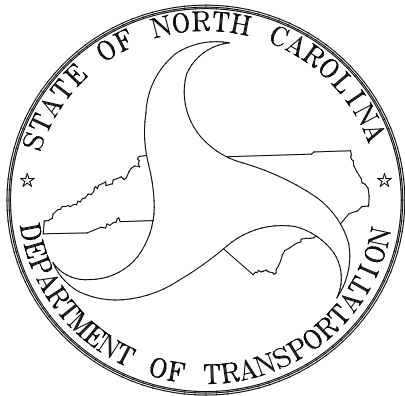


PROJECT MANUAL FOR:

CAMDEN COUNTY REST AREA REFURBISHMENT

U.S. HIGHWAY 17, CAMDEN COUNTY, NORTH CAROLINA
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

WBS NO. 36059.27
SCO ID: 14-11342-01A



Architect / Engineer:

FACILITIES DESIGN
FACILITIES MAINTENANCE DIVISION, NCDOT
1 SOUTH WILMINGTON STREET
RALEIGH, NORTH CAROLINA 27601

April 17, 2015

SET NO. ____

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PROJECT: CAMDEN COUNTY REST AREA
REFURBISHMENT
NC Department of Transportation
US 17, Camden County, NC

OWNER: NC Department of Transportation

ARCHITECT: Facilities Design, NCDOT



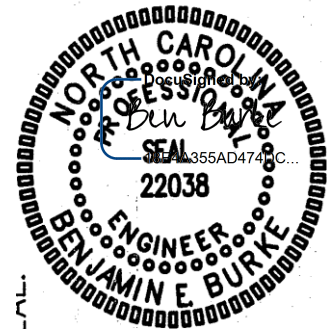
Raleigh, NC (919) 707-4548
Lisa L. Keel, AIA

5/7/2015

ENGINEERS:

**PLUMBING &
MECHANICAL:**

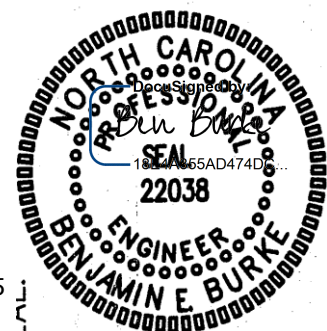
Burke Design Group, PA
Raleigh, NC (919) 771-1916



5/7/2015

ELECTRICAL:

Burke Design Group, PA
Raleigh, NC (919) 771-1916
Ben Burke, PE



5/7/2015

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

TABLE OF CONTENTS

PAGES

| | |
|----------------------------------------------------------------|----|
| Newspaper Advertisement | 1 |
| Notice To Bidders | 2 |
| <u>BIDDING AND ADMINISTRATION</u> | |
| Instructions to Bidders and General Conditions of the Contract | 45 |
| Supplementary General Conditions | 3 |
| MBE Guidelines | 8 |
| Asbestos Survey Report- Existing Building | 10 |

| <u>SECTION</u> | <u>TITLE</u> | |
|--------------------------------------------------------------|----------------------------------------------|---|
| <u>DIVISION 1 - GENERAL REQUIREMENTS</u> | | |
| 01 1000 | Summary | 2 |
| 01 1510 | Construction & Demolition Materials | 4 |
| | Recycling Requirements | |
| 01 1510A&B | Waste and Recycling Plan and Report Forms | 2 |
| 01 2000 | Price and Payment Procedures | 1 |
| 01 2300 | Alternates | 1 |
| 01 3000 | Administrative Requirements | 4 |
| 01 3216 | Construction Progress Schedule | 1 |
| 01 4000 | Quality Requirements | 3 |
| 01 6000 | Product Requirements | 3 |
| 01 7000 | Execution & Closeout Requirements | 5 |
| 01 7800 | Closeout Submittals | 3 |
| <u>DIVISION 2 - EXISTING CONDITIONS</u> | | |
| 02 4100 | Demolition | 2 |
| <u>DIVISION 3 THROUGH 5 - NOT USED</u> | | |
| <u>DIVISION 6 - WOOD AND PLASTICS</u> | | |
| 06 1000 | Rough Carpentry | 4 |
| 06 2000 | Finish Carpentry | 3 |
| <u>DIVISION 7 - THERMAL & MOISTURE PROTECTION</u> | | |
| 07 2100 | Thermal Insulation | 2 |
| <u>DIVISION 8 - NOT USED</u> | | |
| <u>DIVISION 9 - FINISHES</u> | | |
| 09 2116 | Gypsum Board Assemblies | 2 |
| 09 3000 | Tile | 2 |
| 09 7200 | Decorative Fiberglass Reinforced Wall Panels | 4 |
| 09 9000 | Painting & Coating | 3 |
| <u>DIVISION 10 - SPECIALTIES</u> | | |
| 10 1700 | Plastic Toilet Compartments | 2 |
| 10 8100 | Toilet Accessories | 3 |
| <u>DIVISION 11 THROUGH 14 - NOT USED</u> | | |

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

DIVISION 15A - PLUMBING

On Plumbing Drawings

DIVISION 15B - MECHANICAL

On Mechanical Drawings

DIVISION 16 - ELECTRICAL

On Electrical Drawings

PROJECT FORMS

| | |
|------------------------------------------------------|---|
| Form of Proposal | 3 |
| MBE Contract Appendices | 6 |
| Bid Bond | 1 |
| Form of Construction Contract | 3 |
| Form of Performance Bond | 2 |
| Form of Payment Bond | 2 |
| Sheet for Attaching Power of Attorney | 1 |
| Sheet for Attaching Insurance Certificates | 1 |
| Approval of the Attorney General | 1 |
| Certification by the Office of Budget and Management | 1 |

END OF TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

Sealed proposals will be received until 2:00 pm June 3, 2015 in Division 1, 113 Airport Drive Suite 100, Edenton, NC 27932 by the North Carolina Department of Transportation, Division 1, for the construction of the Camden County Rest Area Refurbishment, at which time and place bids will be opened and read.

Complete plans and specifications for this project can be obtained after May 13, 2015. They are can be downloaded from the NCDOT web site at <https://connect.ncdot.gov/letting>.

There will be a Pre-Bid Meeting, which will be held May 19, 2015 at 10:00 AM, at the Roadside Environmental Office, 427 Ocean Hwy North, Hertford, NC 27944, followed with a visit to the site, the Camden County Rest Area, US Highway 17, Camden County, NC (next to Dismal Swamp Canal Welcome Center). The date of availability is September 8, 2015.

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

Architect:
Facilities Design
North Carolina Department of Transportation
1 S. Wilmington Street
Raleigh, NC 27601
919-707-4540 phone

Signed:
Chris Slachta
Division Proposals Engineer-Division 1
North Carolina Department of Transportation
113 Airport Drive
Edenton, NC 27932

Pre-Bid Meeting

A pre-bid meeting will be held for all interested bidders on May 19, 2015 at 10:00 AM, at the Roadside Environmental Office, 427 Ocean Hwy North, Hertford, NC 27944, followed with a visit to the site, the Camden County Rest Area. The meeting will address project specific questions, issues, bidding procedures and bid forms.

Complete plans, specifications and contract documents will be open for inspection in the offices of NCDOT, Division 1 office, or may downloaded from the NCDOT web site at <https://connect.ncdot.gov/letting>.

If a contractor is bidding under the dual system both as a single prime contractor and as a separate prime contractor, he must submit the bids on separate forms and in separate envelopes. Bidders should clearly indicate on the outside of the bid envelope which contract(s) they are bidding.

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 _____

NOTE--SINGLE PRIME CONTRACTS: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license. **EXCEPT:** On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may subcontract to other properly licensed trades. GS87-1.1- Rules .0210

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:
Lisa L. Keel, AIA

Owner:
North Carolina Department of
Transportation, Division 1, Roadside Env.

North Carolina Department of Transportation,
Facilities Design
1 S. Wilmington St, Raleigh,27601

(919)707-4540

NOTICE TO BIDDERS

Sealed proposals will be received by the North Carolina Department of Transportation, Div. 1 in Edenton, NC, in the Division 1 Conference Room, 113 Airport Drive, Suite 100, Edenton, NC 27932 up to 2:00 pm June 3, 2015 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of

Camden County Rest Area Refurbishment , US Highway 17, Camden County, NC

Demolition of existing building interior finishes and plumbing fixtures,
installation of new interior finishes and plumbing fixtures
Add Alternate #1, Exterior Painting of Restroom Building, Visitor's Center, Storage and Vending Buildings

Bids will be received for Single Prime . All proposals shall be lump sum.

Pre-Bid Meeting

An open pre-bid meeting will be held for all interested bidders on May 19, 2015, at 10:00 am at the Roadside Environmental Office, 427 Ocean Hwy North, Hertford, NC 27944, followed with a visit to the site, the Camden County Rest Area. The meeting will address project specific questions, issues, bidding procedures and bid forms.

Complete plans, specifications and contract documents will be open for inspection in the offices of NCDOT, Division 1 office, or may downloaded from the NCDOT web site at <https://connect.ncdot.gov/letting>.

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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.

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Designer:

Lisa L. Keel, AIA

Owner:

North Carolina Department of
Transportation, Division 1, Roadside Env.

North Carolina Department of Transportation,
Facilities Design
1 S. Wilmington St, Raleigh, 27601

(919)707-4548

**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

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

TABLE OF CONTENTS

| ARTICLE | TITLE | PAGE |
|---------|-----------------------------------------------------------------|------|
| 1 | Definitions | 9 |
| 2 | Intent and Execution of Documents | 11 |
| 3 | Clarifications and Detail Drawings | 12 |
| 4 | Copies of Drawings and Specifications | 12 |
| 5 | Shop Drawings, Submittals, Samples, Data | 13 |
| 6 | Working Drawings and Specifications at the Job Site | 13 |
| 7 | Ownership of Drawings and Specifications | 14 |
| 8 | Materials, Equipment, Employees | 14 |
| 9 | Royalties, Licenses and Patent | 15 |
| 10 | Permits, Inspections, Fees, Regulations | 15 |
| 11 | Protection of Work, Property and the Public | 16 |
| 12 | Sedimentation Pollution Control Act of 1973 | 17 |
| 13 | Inspection of the Work | 17 |
| 14 | Construction Supervision and Schedule | 18 |
| 15 | Separate Contracts and Contractor Relationships | 22 |
| 16 | Subcontracts and Subcontractors | 23 |
| 17 | Contractor and Subcontractor Relationships | 23 |
| 18 | Designer's Status | 24 |
| 19 | Changes in the Work | 25 |
| 20 | Claims for Extra Cost | 27 |
| 21 | Minor Changes in the Work | 29 |
| 22 | Uncorrected Faulty Work | 29 |
| 23 | Time of Completion, Delays, Extension of Time | 29 |
| 24 | Partial Utilization: Beneficial Occupancy | 30 |
| 25 | Final Inspection, Acceptance, and Project Closeout | 31 |
| 26 | Correction of Work Before Final Payment | 31 |
| 27 | Correction of Work After Final Payment | 32 |
| 28 | Owner's Right to Do Work | 32 |
| 29 | Annulment of Contract | 32 |
| 30 | Contractor's Right to Stop Work or Terminate the Contract | 33 |
| 31 | Requests for Payments | 33 |
| 32 | Certificates of Payment and Final Payment | 34 |
| 33 | Payments Withheld | 36 |
| 34 | Minimum Insurance Requirements | 36 |
| 35 | Performance Bond and Payment Bond | 37 |
| 36 | Contractor's Affidavit | 38 |
| 37 | Assignments | 38 |
| 38 | Use of Premises | 38 |
| 39 | Cutting, Patching and Digging | 38 |
| 40 | Utilities, Structures, Signs | 38 |
| 41 | Cleaning Up | 40 |
| 42 | Guarantee | 41 |

43 Codes and Standards 41
44 Indemnification 41
45 Taxes 41
46 Equal Opportunity Clause 42
47 Employment of the Handicapped 42
48 Asbestos-Containing Materials (ACM) 43
49 Minority Business Participation 43
50 Contractor Evaluation 43
51 Gifts 43
52 Auditing Access to Persons and Records 44
53 North Carolina False Claims Act..... 44
54 Termination for Convenience..... 45

ARTICLE 1 - DEFINITIONS

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

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

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

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

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

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and 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 submittals.
- d. Approval of shop drawings/submittals by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the designer, his authorized representative, owner or State Construction Office.

- b. The contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the contractor and submitted to the designer upon project completion and no later than 30 days after final acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

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

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

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

- 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 reinspection all costs associated with additional reinspections shall be borne by the contractor.

- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the owner unless provided otherwise in the contract documents except the general contractor shall pay for laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the designer, special inspector, and/or State Construction Office such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. Throughout the progress of the work, each contractor shall keep at the job site, a competent superintendent and supervisory staff satisfactory to the designer and the owner. The superintendent and supervisory staff shall not be changed without the consent of the designer and owner unless said superintendent ceases to be employed by the contractor or ceases to be competent as determined by the contractor, designer or owner. The superintendent and other staff designated by the contractor in writing shall have authority to act on behalf of the contractor, and instructions, directions or notices given to him shall be as binding as if given to the contractor. However, directions, instructions, and notices shall be confirmed in writing.
- b. The contractor shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. All contractors shall be required to cooperate and consult with each other during the construction of this project. Prior to installation of work, all contractors shall jointly prepare coordination drawings, showing locations of various ductworks, piping, motors, pumps, and other mechanical or electrical equipment, in relation to the structure, walls and ceilings. These drawings shall be submitted to the designer through the Project Expediter for information only. Each contractor shall lay out and execute his work to cause the least delay to other contractors. Each contractor shall be financially responsible for any damage to other contractor's work and for undue delay caused to other contractors on the project.
- d. The contractor is required to attend job site progress conferences as called by the designer. The contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the contractor. These meetings shall be open to subcontractors, material

suppliers and any others who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. Each contractor shall be prepared to assess progress of the work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman. The contractor shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.

- e. The contractor(s) shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. The designer shall designate a Project Expediter on projects involving two or more prime contracts. The Project Expediter shall be designated in the Supplementary General Conditions. The Project Expediter shall have at a minimum the following responsibilities.
 - 1. Prepare the project construction schedule and shall allow all prime contractors (multi-prime contract) and subcontractors (single-prime contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
 - 2. Maintain a project progress schedule for all contractors.
 - 3. Give adequate notice to all contractors to ensure efficient continuity of all phases of the work.
 - 4. Notify the designer of any changes in the project schedule.
 - 5. Recommend to the owner whether payment to a contractor shall be approved.
- g. It shall be the responsibility of the Project Expediter to cooperate with and obtain from several prime contractors and subcontractors on the job, their respective work activities and integrate these activities into a project construction schedule in form of a detailed bar chart or Critical Path Method (CPM), schedule. Each prime contractor shall provide work activities within fourteen (14) days of request by the Project Expediter. A “work activity”, for scheduling purposes, shall be any component or contractual requirement of the project requiring at least one (1) day, but not more than fourteen (14) days, to complete or fulfill. The project construction schedule shall graphically show all salient features of the work required to construct the project from start to finish and within the allotted time established in the contract. The time (in days) between the contractor’s early completion and contractual completion dates is part of the project total float time; and shall be used as such, unless amended by a change order. On a multi-prime project, each prime contractor shall review the proposed construction schedule and approve same in writing. The Project Expediter shall submit the proposed construction schedule to the designer for comments. The complete Project construction schedule shall be of the type set forth in the Supplementary General Condition or subparagraph (1) or (2) below, as appropriate:

1. For a project with total contracts of \$500,000 or less, a bar chart schedule will satisfy the above requirement. The schedule shall indicate the estimated starting and completion dates for each major element of the work.
2. For a project with total contracts over \$500,000, a Critical Path Method (CPM) schedule shall be utilized to control the planning and scheduling of the Work. The CPM schedule shall be the responsibility of the Project Expediter and shall be paid for by the Project Expediter.

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

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

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

Early Completion of Project: The Contractor may attempt to complete the project prior to the Contract Completion Date. However, such planned early completion shall be for the Contractor's convenience only and shall not create any additional rights of the Contractor or obligations of the Owner under this Contract, nor shall it change the Time

for Completion or the Contract Completion Date. The Contractor shall not be required to pay liquidated damages to the Owner because of its failure to complete by its planned earlier date. Likewise, the Owner shall not pay the Contractor any additional compensation for early completion nor will the Owner owe the Contractor any compensation should the Owner, its officers, employees, or agents cause the Contractor not to complete earlier than the date required by the Contract Documents.

- h. The proposed project construction schedule shall be presented to the designer no later than fifteen (15) days after written notice to proceed. No application for payment will be processed until this schedule is accepted by the designer and owner.
- i. The approved project construction schedule shall be distributed to all contractors and displayed at the job site by the Project Expediter.
- j. The several contractors shall be responsible for their work activities and shall notify the Project Expediter of any necessary changes or adjustments to their work. The Project Expediter shall maintain the project construction schedule, making biweekly adjustments, updates, corrections, etc., that are necessary to finish the project within the Contract time, keeping all contractors and the designer fully informed. Copy of a bar chart schedule annotated to show the current progress shall be submitted by the Contractor(s) to the designer, along with monthly request for payment. For project requiring CPM schedule, the Contractor shall submit a biweekly report of the status of all activities. The bar chart schedule or status report shall show the actual Work completed to date in comparison with the original Work scheduled for all activities. If any activities of the work of several contractors are behind schedule, the contractor must indicate in writing, what measures will be taken to bring each such activity back on schedule and to ensure that the Contract Completion Date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the designer by the Project Expediter, when (1) the contractor's report indicates delays, that are in the opinion of the designer or the owner, of sufficient magnitude that the contractor's ability to complete the work by the scheduled completion is brought into question; (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions, as determined by the Designer, are in process; and (3) the contractor desires to make changes in the logic (sequencing of work) or the planned duration of future activities of the CPM schedule which, in the opinion of the designer or the owner, are of a major nature. The plan of action, when required shall be submitted to the Owner for review within two (2) business days of the Contractor receiving the Owner's written demand. The recovery schedule, when required, shall be submitted to the Owner within five (5) calendar days of the Contractor's receiving the Owner's written demand. Failure to provide an updated construction schedule or a recovery schedule may be grounds for rejection of payment applications or withholding of funds as set forth in Article 33.
- k. The Project Expediter shall notify each contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the work of any of the several contractors, it shall be the duty of the Project Expediter to immediately notify the contractor(s) responsible for such delay, the designer, the State Construction Office and other prime contractors. The designer shall determine the contractor(s) who caused the delays and notify the bonding company of the responsible contractor(s) of the delays; and shall make a recommendation to the owner regarding further action.
- l. Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the contractor so designated, nor the

responsibility of the other contractors involved in the project. The project expeditor's Superintendent(s) shall be in attendance at the Project site at all times when work is in progress unless conditions are beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. It is understood that such Superintendent shall be acceptable to the Owner and Designer and shall be the one who will be continued in that capacity for the duration of the project unless he ceases to be on the Contractor's payroll or the Owner otherwise agrees. The Superintendent shall not be employed on any other project for or by the Contractor or by any other entity during the course of the Work. If the Superintendent is employed by the Contractor on another project without the Owner's approval, then the Owner may deduct from the Contractor's monthly general condition costs and amount representing the Superintendent's cost and shall deduct that amount for each month thereafter until the Contractor has the Superintendent back on the Owner's Project full-time.

ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

- a. Effective from January 1, 2002, Chapter 143, Article 8, was amended, to allow public contracts to be delivered by the following delivery methods: single-prime, dual (single-prime and separate-prime), construction manager at risk, and alternative contracting method as approved by the State Building Commission. The owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the best interest of the State. For the purposes of a single prime contract, refer to Article 1 – Definitions.
- b. All contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work. See Article 14, Construction Supervision.
- c. If any part of contractor's work depends upon the work of another contractor, defects which may affect that work shall be reported to the designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a contractor where such condition exists will constitute acceptance of the other contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The designer shall be the judge as to the quality of work and shall settle all disputes on the matter between contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, openings, penetrations, etc., which is located in the work of the general contractor shall be built in by the general contractor. The respective mechanical and electrical contractors shall set all sleeves, inserts and other devices that are to be incorporated into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress and during normal working hours. The contractor shall provide facilities for such access so the designer may perform his functions under the contract documents.
- f. Should a contractor cause damage to the work or property of another contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS

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

ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

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

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to G.S. 136-28.1, the balance due prime contractors shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime contractor on such project to complete his contract. Should final payment to any prime contractor beyond the date such contracts have been certified to be completed by the designer or architect, accepted by the owner, or occupied by the owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is

agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a prime contractor during construction shall be paid in accordance with the payment provisions of the contract documents or said prime contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by the prime contractor, the prime contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the owner to the prime contractor. Any percentage of retainage on payments made by the prime contractor to the subcontractor that exceeds the percentage of retainage on payments made by the owner to the prime contractor shall be subject to interest to be paid by the prime contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the prime contractor at the time of application and certification to the owner from withholding application and certification to the owner for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to prime contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by owner.

ARTICLE 18 - DESIGNER'S STATUS

- a. The designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to direct work to be performed, to stop work, to order work removed, or to order corrections of faulty work, where any such action by the designer may be necessary to assure successful completion of the work.
- b. The designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the owner and the contractor, taking sides with neither.
- c. Should the designer cease to be employed on the work for any reason whatsoever, then the owner shall employ a competent replacement who shall assume the status of the former designer.

- d. The designer and his consultants will make inspections of the project. He will inspect the progress, the quality and the quantity of the work.
- e. The designer and the owner shall have access to the work whenever it is in preparation and progress during normal working hours. The contractor shall provide facilities for such access so the designer and owner may perform their functions under the contract documents.
- f. Based on the designer's inspections and evaluations of the project, the designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract.

ARTICLE 19 - CHANGES IN THE WORK

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

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

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
 - 2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(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 responsibilities for utility costs for entire building.
 - 2. Contractor will obtain consent of surety.
 - 3. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The owner shall have the right to exclude the contractor from any part of the project which the designer has so certified to be substantially complete, but the owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the owner under this article will in no way relieve the contractor from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

- a. Upon notification from the contractor(s) that the project is complete and ready for inspection, the designer shall make a Designer final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the contractor(s) shall complete all items requiring corrective measures noted at the Designer

final inspection. The designer shall schedule a SCO final inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office.

- b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer and State Construction Office representative shall make one of the following determinations:
 - 1. That the project is completed and accepted.
 - 2. That the project will be accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the owner may invoke Article 28, Owner's Right to Do Work.
 - 4. That the project is not complete and another date for a SCO final inspection will be established.
- c. Within fourteen (14) days of final acceptance per Paragraph b1 or within fourteen (14) days after completion of punch list per Paragraph b2 above, the designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs b1 or b2 above shall be handled in accordance with Article 42, Guarantee.
- f. The final acceptance date will establish the following:
 - 1. The beginning of guarantees and warranties period.
 - 2. The date on which the contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
 - 3. That no liquidated damages (if applicable) shall be assessed after this date.
 - 4. The termination date of utility cost to the contractor.
- g. **Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the owner. Work or property of other contractors or the owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the contractor whose work is faulty.

- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the designer, and shall make satisfactory progress, as determined by the designer, until completed.
- c. Should the contractor fail to proceed with the required corrections, then the owner may complete the work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

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

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the contractor fails to prosecute the work properly or to perform any provision of the contract, the owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the contractor from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the owner exceed the amount due or to become due the contractor, then the contractor or his surety, or both, shall be liable for and shall pay to the owner the amount of said excess.

ARTICLE 29 - ANNULMENT OF CONTRACT

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

or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said contractor and surety. In case the expense so incurred by the owner shall be less than the sum which would have been payable under the contract, if it had been completed by said contractor, then the said contractor and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the contractor and the surety shall be liable and shall pay to the owner the amount of said excess.

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

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

ARTICLE 31 - REQUEST FOR PAYMENT

- a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
 1. Total of contract including change orders.
 2. Value of work completed to date.
 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
 4. Less previous payments.
 5. Current amount due.
- b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
- c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the

value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

- d. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the contractor, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the contractor's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer, owner and SCO of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the contractor. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at anytime. Bond, security and insurance protection shall continue to be the responsibility of the contractor(s).
- e. In the event of beneficial occupancy, retainage of funds due the contractor(s) may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the contractor's bonding company.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the contractor, the designer shall issue and forward to the owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the contractor and the owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the owner except:
 - 1. Claims arising from unsettled liens or claims against the contractor.
 - 2. Faulty work or materials appearing after final payment.
 - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.

4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the contractor except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the contractor shall fully comply with all requirements specified in the “project closeout” section of the specifications. These requirements include but 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 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, 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.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THE CONTRACT

RELATION TO STANDARD FORMS

The Supplementary Instructions to Bidders and General Conditions of the Contract contain changes and additions to the "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, Twenty-Third Edition, Revised March 2002. Where any portion of an Article in this document is modified or voided by the Supplementary General Conditions, the unaltered provisions shall remain in effect.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

12 - SUBSTITUTIONS

Add sentence to the paragraph to read:

An addendum will be issued at least 7 days prior to the bid date, listing all approved substitutions.

After the issuance of the substitution addendum no further product substitutions will be made except under extenuating circumstances, etc.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

Add to Article 6, Paragraph "c" as follows:

- c. Certification of final payment request will not be made by the Owner until record documents have been received from the Contractor.

ARTICLE 14 - CONSTRUCTION SUPERVISION

Modify Paragraph "e" where "registered land surveyor in the State of North Carolina"...

Delete the second sentence of Paragraph "f" and substitute the following:

For this project the Single Prime Contractor (General/Roofing Contractor) shall be designated as the "Project Expediter".

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSIONS OF TIME

Change Article 23, Paragraph "b" to read:

b. The contractors shall commence work to be performed under this agreement on a date to be specified in a written order from the Owner and shall complete all work hereunder within **100 calendar days** of said date. For each day in excess of the above number of days, the Contractor(s) shall pay the Owner **Five hundred dollars (\$500.00)** 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.

ARTICLE 31 - REQUESTS FOR PAYMENT

Change the first part of the second sentence of Paragraph "a" to read:

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
AND GENERAL CONDITIONS OF THE CONTRACT

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

The request shall be on the AIA Document G702 (1992) standard form for Application and Certificate for Payment supplemented by the Continuation sheet, AIA Document G703 (1992) and shall show . . . the following information:

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

Change the third sentence of Paragraph "a" to read:

- a. The Project Expediter shall pay all utility costs; delete options (1) and (3) from this paragraph.

Delete the first three (3) sentences of Paragraph "I" of Article 40 and replace with the following:

- I. The Project Expediter will erect one sign on the project at a location to be determined by the Owner. The sign shall be as detailed in Section 10 1400 – "Signage", and shall be erected within 14 days of award of Contract.

ARTICLE 49 - MINORITY BUSINESS ENTERPRISES

The MBE Guidelines (GS143-128.2 Effective 1/1/2002) follow the Supplementary General conditions and the MBE Appendices follow the Form of Proposal at the end of this manual.

ARTICLE 51 - INDEX OF DRAWINGS

| <u>SHEET NO.</u> | <u>CONTENTS</u> |
|------------------|-------------------------------------------------------|
| T1 | TITLE SHEET/EGRESS PLAN |
| T2 | BUILDING CODE SUMMARY |
| A1.0 | DEMOLITION PLAN; |
| A1.1 | FLOOR PLAN |
| A1.2 | REFLECTED CEILING PLAN |
| A2.1 | KEY PLAN, FLOOR PATTERN, GENERAL NOTES |
| A2.2 | FINISH ELEVATIONS, WALL PATTERNS |
| A2.3 | ENLARGED PLAN-WALL LEGEND; FINISH SCHEDULE |
| A2.4 | ENLARGED FLOOR PLAN & INTERIOR ELEVATIONS |
| A3.1 | DOOR SCHEDULE; WINDOW TRIM; HEAD, JAMB & SILL DETAILS |
| P1 | PLUMBING SPECIFICATIONS |
| P2 | DEMO PLAN |
| P3 | REVISED DWV PLAN |
| P4 | REVISED SUPPLY PLAN |
| P5 | RISERS |
| M1 | FLOOR PLAN-SPECIFICATIONS |
| M2 | EXISTING HVAC PLAN- RETURN & SUPPLY SYSTEMS |
| M3 | REVISED HVAC PLAN- RETURN & SUPPLY SYSTEMS |
| E1 | ELECTRICAL NOTES & DETAILS/SPECIFICATIONS |
| E2 | LIGHTING FLOOR PLAN; DEMO & REVISED |
| E3 | POWER FLOOR PLAN; DEMO & REVISED |
| E4 | ELECTRICAL PANELS & RISERS |

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

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

SECTION A: INTENT

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

SECTION B: DEFINITIONS

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

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

SECTION C: RESPONSIBILITIES

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

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

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

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

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

2. State Construction Office

The State Construction Office will be responsible for the following:

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

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

3. Owner

Before awarding a contract, owner shall do the following:

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

4. Designer

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

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

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

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

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

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

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

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

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

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

6. Minority Business Responsibilities

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

SECTION 4: DISPUTE PROCEDURES

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

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

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

MINORITY BUSINESS CONTRACT PROVISIONS (CONSTRUCTION)

APPLICATION:

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

MINORITY BUSINESS SUBCONTRACT GOALS:

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

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

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

OR

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

OR

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

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

MINIMUM COMPLIANCE REQUIREMENTS:

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

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

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

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

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

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

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

Date: _____ Approved/Certified By: _____

Name

Title

Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BUILDING ASBESTOS INSPECTION REPORT

F.A. # 15-04-02

BUILDING RESTROOM BUILDING

ADDRESS 2356 HWY 17 NORTH

SOUTH MILLS, NC

May 14, 2004

DATE OF INSPECTION

This inspection was conducted by an inspector or inspectors
accredited in the State of North Carolina

TERRY RUSSELL, SR.
printed name


signature

Accreditation # 11114

BUILDING ASBESTOS INSPECTION REPORT

F.A. # 15-04-02

BUILDING Restrooms/Maintenance

ADDRESS 2356 Highway 17 North

South Mills, Camden Co., NC

October 22, 1997
DATE OF INSPECTION

This inspection was conducted by an inspector or inspectors accredited
in the State of North Carolina.

James F. Bernard
printed name

James F. Bernard
signature

Accreditation # 11451

Building Summary

FA# 15-04-02

Building Name: RESTROOM BUILDING

Fac. Coordinator: PAT MANSFIELD

Phone#: 252-426-5041

Address: 427 OCEAN HWY NORTH
HERTFORD, NC

Date of Inspection October 22, 1997

Inspector J. Bernard

Roof Construction

- Flat Pitched Roof Coated Metal
 Asphalt Shingles Corrugated Metal
 Other _____

Building Exterior

- Masonry Block Wood Siding Metal Siding
 Asbestos Siding Vinyl Siding
 Other _____

Interior Floors

- Concrete Wood No Floor
 Carpeting Floor Tile (9x9) Floor Tile (12x12)
 Sheet Floor Covering
 Other Ceramic Tile

Interior Walls

- Wallboard (sheetrock) Masonry Block Brick
 Paneling Wood Plaster or Plank
 Other _____

Ceiling

- No Ceiling Wood Wallboard (sheetrock)
 Ceiling Tile Suspended Ceiling (2x2 or 2x4)
 Other Sprayed on (popcorn)

HVAC System

- No HVAC Gas Fired Unit Electric Unit
 Other _____

Attic No

Basement No

Crawlspace No



RESTROOM BUILDING
FA# 15-04-02



15-04-02
RESTROOMS/MAINTENANCE

BUILDING Restrooms/Maintenance

F.A. # 15-04-02

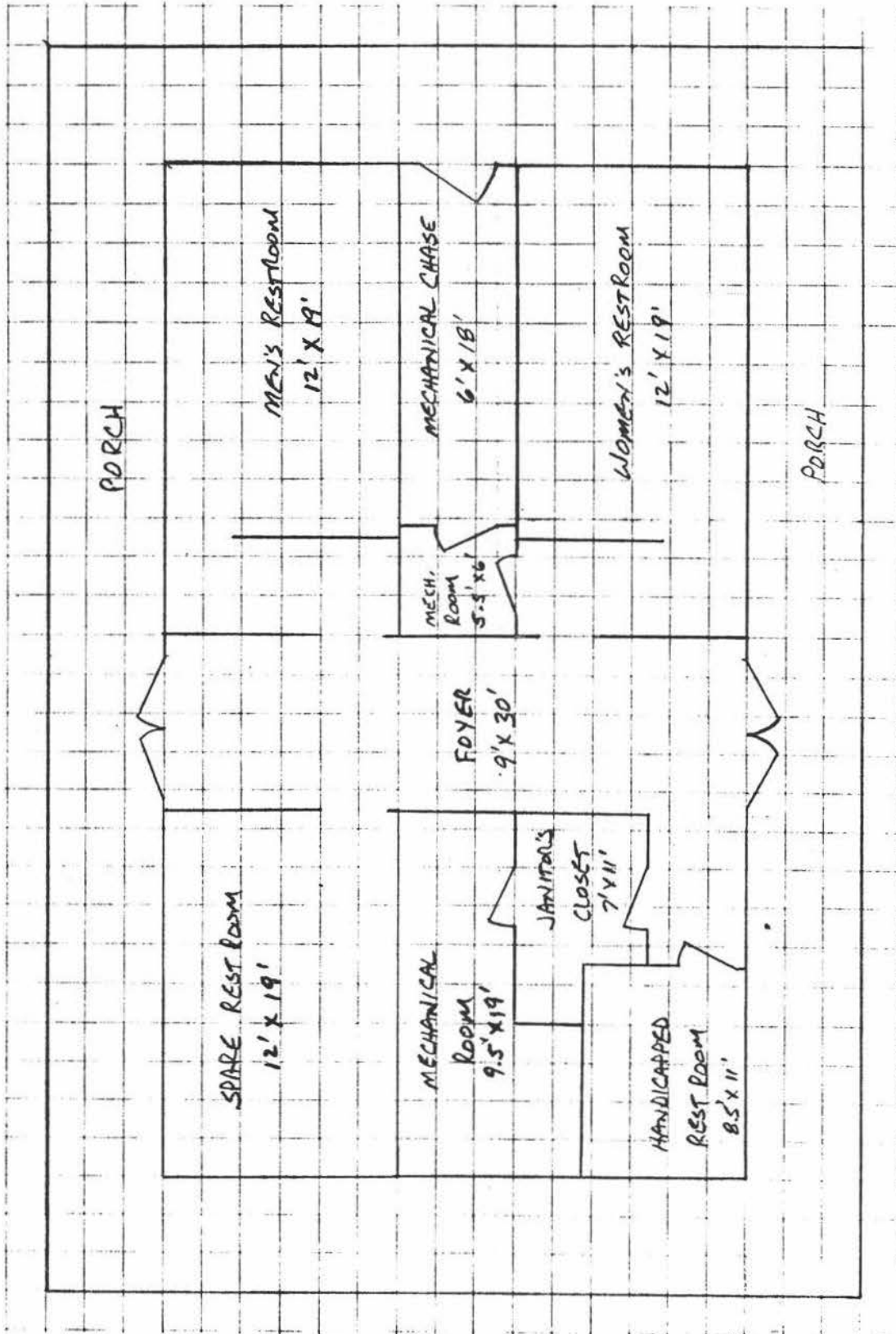
FACILITY Roadside Environmental

Camden

COUNTY

PREPARED BY NC DOT

DATE October 22, 1997



Asbestos Containing Building Materials Inspection And Lab Report Form

F.A.: 15-04-01

Building: Camden Co. Visitors Center

Location: South Mills, Camden Co., NC

Inspection Date: October 22, 1997

Note: Samples were analyzed by

CAROLINA ENVIRONMENTAL (NVLAP 101768-0)

| Homogeneous Area | ACBM Type | Sample #'s | Friable | Est. Quantity | Quantity Unit | Disturbance/Damage Assessment | % Dmg. | Asbestos/Comments |
|--------------------|-----------|------------|---------|---------------|---------------|-------------------------------|--------|-------------------|
| Sprayed on Ceiling | | 02-01-01 | | | | | | NAD |
| Sprayed on Ceiling | | 02-01-02 | | | | | | NAD |
| Sprayed on Ceiling | | 02-01-03 | | | | | | NAD |
| | | | | | | | | |
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ACBM Type
 S = Surfacing
 T = Thermal Insulation
 M1 = Category I Misc.
 M2 = Category II Misc.

Friable
 F = Friable
 NF = Not Friable

Disturbance/Damage
 PD = Potential for Damage
 PSD = Potential for Significant Damage
 D = Damage
 SD = Significant Damage

Asbestos Comments
 NAD = No Asbestos Detected
 Chrys. = Chrysotile
 Amos. = Amosite
 Trem. = Tremolite/Actinolite
 Croc.= Crocidolite

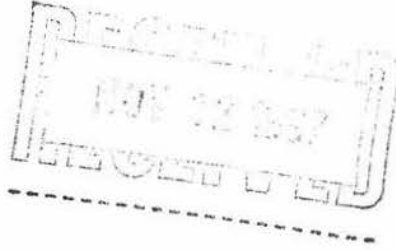
ASBESTOS BULK ANALYSIS REPORT

EPA /600/R-93/116 & EPA /600/M4-82/020

CLIENT: UTTS /ENVIRONMENTAL

P.O. Box 8148
Greenville, NC 27834

PROJECT: PROJECT NO. 15-04-02



CEI LAB CODE: A97-1305

RECEIVED: 11-05-97

ANALYZED: 11-05-97

ANALYST: Linda I. Bridgers

PAGE: 1

| CLIENT ID | LAB ID | TOTAL % ASBESTOS | SAMPLE DESCRIPTION |
|-------------------|--------|------------------|-----------------------------------------------------------------------------------|
| 15-04-02 01-01 | A12825 | ND | <u>HETEROGENEOUS</u> White, Non-fibrous, Loosely Bound PLAS 50% FOAM 50% |
| 15-04-02 01-02 | A12826 | ND | <u>HETEROGENEOUS</u> White, Non-fibrous, Loosely Bound PLAS 50% FOAM 50% |
| 15-04-02 01-03 | A12827 | ND | <u>HETEROGENEOUS</u> White, Non-fibrous, Loosely Bound PLAS 50% FOAM 50% |

The following definitions apply to the abbreviations used in the ASBESTOS BULK ANALYSIS REPORT:

| | | |
|----------------------|-----------------------------------|------------------|
| CHRY = Chrysotile | CELL = Cellulose | DEBR = Debris |
| AMOS = Amosite | FBGL = Fibrous Glass | BIND = Binder |
| CROC = Crocidolite | ORGN = Organics | SILI = Silicates |
| TREM = Tremolite | SYNT = Synthetics | GRAV = Gravel |
| ANTH = Anthophyllite | WOLL = Wollastonite | MAST = Mastic |
| ACTN = Actinolite | CERWL = Ceramic Wool | PLAS = Plaster |
| ND = None Detected | NTREM = Non-Asbestiform Tremolite | PERL = Perlite |
| | | RUBR = Rubber |

CLIENT: UTTS /ENVIRONMENTAL
PROJECT: Project No. 15-04-02
CEI LAB CODE: A97-1305



Stereoscopic microscopy and polarized light microscopy coupled with dispersion staining is the analytical technique used for sample identification. The percentage of each component is visually estimated by volume. These results pertain only to the samples analyzed. The samples were analyzed as submitted by the client and may not be representative of the larger material in question. Unless notified in writing to return samples, Carolina Environmental, Inc. will discard all bulk samples after 30 days.

The EPA has no approved test method for the identification of asbestos in vinyl floor tiles. Many vinyl floor tiles have been manufactured using greater than 1% asbestos. Often the asbestos was milled to a fiber size below the detection limit of polarized light microscopy. Therefore, a "None Detected" (ND) reading on vinyl floor tile does not necessarily exclude the presence of asbestos. Transmission electron microscopy provides a more conclusive form of analysis for vinyl floor tiles.

It is certified by the signature below that Carolina Environmental, Inc. is accredited by the National Voluntary Accreditation Program (NVLAP) for the analysis of asbestos in bulk materials. The accredited test method is EPA / 600 / M4-82 / 020 for the analysis of asbestos in building materials. Procedures described in EPA / 600 / R-93 / 116 have been incorporated where applicable. Carolina Environmental, Inc.'s NVLAP accreditation number is #101768-0. This report is not to be used to claim product endorsement by NVLAP or any agency of the U. S. Government. This report and its contents are only valid when reproduced in full.

ANALYST

Lindal B. Bridges

REVIEWED BY

John D. Koenigs

John D. Koenigs
Laboratory Director

Test Request Form

Name UTTS/E
 Address _____

Special requests:
 Verbal results _____
 Fax report _____
 Fax # _____
 Results needed by: _____

| | | | |
|--------------------------------|----------------------------|--------------------------|---------------------|
| Project No. <u>15-04-02</u> | Sample Type <u>Bulk</u> | # of Samples <u>3</u> | P.O. <u>4243</u> |
| Contact Name | Phone No. | Date Shipped | |

Special Instructions / Unusual Conditions / Possible Interferences:

| Lab Use Only | Sample Number or Area | Sample Volume or Time | Date Samples | Media Type | Analysis Requested |
|--------------|-----------------------|-----------------------|--------------|------------|--------------------|
| A12825 | 15-04-02-01-01 | | 10.22.97 | Ceiling | PLM |
| ↓ 26 | 01-02 | | ↓ | ↓ | ↓ |
| ↓ 27 | 10.03 | | ↓ | ↓ | ↓ |
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American Industrial Hygiene Association: Laboratory Accreditation #
 National Institute of Standards and Technology: NVLAP Laboratory Code #

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|--------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------|---------------------------|
| Relinquished by: <u>Juan Alvarez</u> | Date/Time: <u>11.3.97</u> | Received by: <u>M Schmidt</u> | Date/Time: <u>8:30 AM</u> |
| Relinquished by: | Date/Time | Received at Lab by: | Date/Time |
| Method of Shipment: | | Sample Condition Upon Receipt: <input type="checkbox"/> Acceptable <input type="checkbox"/> Other (explain) | |
| Authorized by: _____ Date _____ | | | |

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: US Highway 17 Camden County Rest Area Refurbishment.
- B. Owner's Name: State of North Carolina, through the North Carolina Department Of Transportation.
- C. Architect's Name: Facilities Design Section, NCDOT (Lisa L Keel, AIA).
- D. The Project consists of the following:
 - 1. Demolition of existing interior finishes, light and plumbing fixtures.
 - 2. Installation of new interior finishes, light and plumbing fixtures.
 - 3. Add Alternate #1- Paint exterior of Restroom Building, Visitor's Center, Vending Building and Storage Building, 2 coats. 3 colors 5 colors (#1. siding, #2. columns, #3. trim , #4. fascia, soffit, front/rear doors & gable end of roof, #5. Frame of Doors and Display Case.) All buildings are existing.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Notice to Bidders; one contract will encompass the building and all site work.

1.03 OWNER OCCUPANCY

- A. NC DOT intends to continue to occupy adjacent portions of the DOT complex during the entire construction period.
- B. NC DOT intends to occupy the Project upon Final Acceptance. Beneficial Occupancy can be obtained for each building as it is completed.
- C. Cooperate with NC DOT to minimize conflict and to facilitate NC DOT's operations.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Utility Outages and Shutdown:
 - 1. Prevent accidental disruption of utility services to other facilities.
 - 2. Coordinate necessary shut-offs with Owner.
- C. Contractor can connect to Owner's site utilities (setting up temporary service access, as needed).

END OF SECTION

SECTION 01 1510

CONSTRUCTION AND DEMOLITION MATERIALS RECYCLING REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes: Requirements and procedures for ensuring optimal diversion of demolition and construction waste materials generated by the Work from landfill disposal within the limits of the Construction Schedule and Contract Sum.
 - 1. State of North Carolina Executive Order 156, Section 1.b, states that "...all state agencies are to maximize their efforts to...reduce and recycle material recoverable from solid waste originating...from the construction and renovation of new facilities..."
 - 2. The Waste Reduction Goal of this Contract is that a minimum of 50% by weight of the construction and demolition materials generated in the Work be diverted from landfill disposal through a combination of re-use and recycling activities.
 - 3. Requirements for submittal of Contractor's Construction Waste and Recycling Plan prior to the commencement of the Work.
 - 4. Contractor's quantitative reports for construction waste materials as a condition of approval of progress payments submitted to the Architect

1.02 DEFINITIONS

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations.
- B. Construction and Demolition Debris: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, carpet pad, ceiling tile, plastic pipe, other plastic material, vinyl flooring, copper pipe, and steel. This will also include other jobsite materials such as cardboard packaging, sheet vinyl, plastic bottles, white paper, and aluminum cans.
- C. C&D Recycling Center: A facility that receives C&D material that has been separated for reuse. Recycling facilities are often part of the overall County waste management facilities.
- D. Disposal: Final deposition of construction and demolition material
- E. Mixed Debris Recycling Facility: A processing facility that accepts loads of commingled construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing the non-recyclable residual materials.
- F. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- G. Reuse. The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- H. Source-Separated: Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- I. Waste Hauler: A company that possesses a valid permit from the [local waste management authority to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal in [the locality].

1.03 SUBMITTALS

- A. Contractor's Construction Waste and Recycling Plan
 - 1. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, source separation for re-use or recycling. Indicate the procedures that will be implemented in this program to effect jobsite source

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

separation, such as, identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.

2. Prior to commencing the Work, submit Contractor's Construction Waste and Recycling Plan. Submit in format provided (**Section 01 1510A**). The Plan must include, but is not limited to the following:
 - a. Contractor's name and project identification information;
 - b. Procedures to be used;
 - c. Materials to be re-used and recycled;
 - d. Estimated quantities of materials;
 - e. Names and locations of re-use and recycling facilities/sites;
 - f. Tonnage calculations that demonstrate that Contractor will re-use and recycle a minimum 50% by weight of the construction waste materials generated in the Work.
 - g. Cost of local tip fees for non-recycled material/ton
 - h. Cost or revenue generated from recycled material, per category, per ton (note: cost and revenue are to be managed by the General Contractor as part of the Work; tonnage, cost, and savings information are to be provided to the Architect for tracking purposes only)
 2. Contractor's Construction Waste and Recycling Plan must be approved by the Architect prior to the start of Work.
 3. Contractor's Construction Waste and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
- B. Contractor's Reuse, Recycling, and Disposal Report
1. Submit Contractor's Reuse, Recycling, and Disposal Report on the form provided (**Section 011510B**) with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the Project for re-used and recycled materials:
 - a. Reuse of building materials or salvage items on site
 - b. Salvaging building materials for reuse
 - c. Recycling source separated materials on site, with approval
 - d. Recycling source separated material at an off site recycling center
 - e. Delivery of soils or mixed inerts to an inerts landfill for disposal (inert fill).
 - f. Disposal at a landfill or transfer station (where no recycling takes place).
 - g. Other (describe).

Contractor's Reuse, Recycling, and Disposal Report must quantify all materials generated in the Work, disposed in landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material. As indicated on the form:

1. Report disposal or recycling either in tons or in cubic yards: if scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
2. Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
3. Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of re-use, recycling, or disposal.
 - a. Indicate project title, project number, progress payment number, name of the company completing the Contractor's Report and compiling backup documentation, the printed name, signature, and daytime phone number of the person completing the form, the beginning and ending dates of the period covered on the Contractor's Report, and the date that the Contractor's Report is completed.
4. NCDOT General Services Division will provide a list of waste recycling sites, sorted by County and by Highway Division. It is the responsibility of the General Contractor to confirm the locations and manage the waste material.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.011 SALVAGE, RE-USE, RECYCLING AND PROCEDURES

- A. Identify re-use, salvage, and recycling facilities.
- B. Develop and implement procedures to re-use, salvage, and recycle new construction and excavation materials, based on the Contract Documents, the Contractor's Construction Waste and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling, and/or mixed debris recycling efforts.
 - 1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.
 - 2. Source separate new construction, excavation and demolition materials including, but not limited to the following types:
 - a. Asphalt.
 - b. Concrete, concrete block, slump stone (decorative concrete block), and rocks.
 - c. Gypsum wallboard
 - d. Green materials (i.e. tree trimmings and land clearing debris).
 - e. Metal (ferrous and non-ferrous).
 - f. Miscellaneous Construction Debris.
 - g. Paper or cardboard.
 - h. Red Clay Brick.
Reuse or Salvage Materials
 - i. Soils.
Wire and Cable.
 - j. Wood studs
 - k. Plastic pipe
 - l. Ceiling tile
 - m. Ceramic tile
 - n. Carpet
 - o. Vinyl flooring
 - p. Other
 - 3. Miscellaneous Construction Debris: Develop and implement a program to transport loads of mixed (commingled) new construction materials that cannot be feasibly source separated to a mixed materials recycling facility.

3.2 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- B. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the local solid waste authority.
- C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials. NCDOT General Services Division will work with the General Contractor on identifying sites that will accept recycled materials.
- D. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
- E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

3.043 REVENUE

- A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to the General Contractor. Accounting of revenues or savings is for the Owner's tracking purposes only.

END OF SECTION

SECTION 01 1510A
 CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN
 (Submit after award of Contract and prior to commencing work)

| | | |
|---------------------------|----------|------|
| Project Title: | | |
| Contractor's Name: | | |
| Street Address: | | |
| City: | State: | Zip: |
| Phone: () | Fax: () | |
| E-Mail Address: | | |
| Prepared by: (Print Name) | | |

| | | |
|-----------------|-------|-----|
| Date Submitted: | | |
| Project Period: | From: | To: |

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.

| Type of Material | Type of Activity | Facility to be Used/Location | Total Truck Loads | Total Quantities | | |
|--------------------|------------------|------------------------------|-------------------|------------------|----------|-------------|
| | | | | Tons | Cubic YD | Cost/Reven. |
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| a. Total Diversion | | | | | | |

SECTION II - DISPOSED MATERIALS

Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling will occur.

| Type of Material | Type of Activity | Facility to be Used/Location | Total Truck Loads | Total Quantities | | |
|-------------------|------------------|------------------------------|-------------------|------------------|----------|------|
| | | | | Tons | Cubic YD | Cost |
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| b. Total Disposal | | | | | | |

SECTION III - TOTAL MATERIALS GENERATED

This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)

| | Tons | Cubic YD | Other Wt. |
|--------------------------|------|----------|-----------|
| a. Total Reused/Recycled | | | |
| b. Total Disposed | | | |
| c. Total Generated | | | |

SECTION 01 1510B
 CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING REPORT
 (Submit with each Pay Application)

| | | |
|---------------------------|----------|------|
| Project Title: | | |
| Contractor's Name: | | |
| Street Address: | | |
| City: | State: | Zip: |
| Phone: () | Fax: () | |
| E-Mail Address: | | |
| Prepared by: (Print Name) | | |

| | | |
|-----------------|-------|-----|
| Date Submitted: | | |
| Project Period: | From: | To: |

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.

| Type of Material | Type of Activity | Facility to be Used/Location | Total Truck Loads | Total Quantities | | |
|--------------------|------------------|------------------------------|-------------------|------------------|----------|-------------|
| | | | | Tons | Cubic YD | Cost/Reven. |
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| a. Total Diversion | | | | | | |

SECTION II - DISPOSED MATERIALS

Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling will occur.

| Type of Material | Type of Activity | Facility to be Used/Location | Total Truck Loads | Total Quantities | | |
|-------------------|------------------|------------------------------|-------------------|------------------|----------|------|
| | | | | Tons | Cubic YD | Cost |
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| b. Total Disposal | | | | | | |

SECTION III - TOTAL MATERIALS GENERATED

This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)

| | Tons | Cubic YD | Other Wt. |
|--------------------------|------|----------|-----------|
| a. Total Reused/Recycled | | | |
| b. Total Disposed | | | |
| c. Total Generated | | | |

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to NCDOT for approval.
- B. Forms filled out by hand will not be accepted.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to NCDOT for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit five originals of each Application for Payment.

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to this section.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at NC DOT's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

1.04 SCHEDULE OF ALTERNATES

- 1. Add Alternate #1- Paint exterior of Restroom Building, Visitor's Center, Vending Building and Storage Building, 2 coats. 5 colors (#1. siding, #2. columns, #3. trim , #4. fascia, soffit, front/rear doors & gable end of roof, #5. Frame of Doors and Display Case.) All buildings are existing.

- 2. Alternate Item: Section 09 9000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 01 3000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.
- G. Quality assurance.

1.02 RELATED REQUIREMENTS

- A. Section 01 3216 - Construction Progress Schedule
- B. General Conditions
- C. Supplementary General Conditions
- D. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 PROJECT COORDINATION

- A. Project Coordinator: General Contractor.
- B. Cooperate with the Owner's Representative in allocation of mobilization areas of site; for field offices and sheds, for vehicular access, traffic, and parking facilities.
- C. Coordinate with Owner's procedures for submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts. Any discrepancies noted in the contract documents is to be reported to the architect.
- D. Coordinate temporary utilities and construction facilities w/owner.
- E. Make the following types of submittals directly to the NCDOT:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- A. Attendance Required:
 - 1. NC DOT (Owner).
 - 2. Designer.
 - 3. .
 - 4. Major Subcontractors.
 - 5. State Construction Office-not required, as this is a Highways Right of Ways project subject to GS-136. As such, SCO monitors are not assigned to review it during construction, with the exception of the SCO electrical inspector.
- B. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties to Contract, NCDOT.
 - 4. Designation of personnel & emergency personal representing the parties to Contract, State Construction Office, and NCDOT.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Designer, NC DOT, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. The architect will administer meetings throughout progress of the Work at monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, NC DOT, Engineers of Record when appropriate to work underway.
- C. Agenda:
 - 1. Review minutes of previous meeting.
 - 2. Review of Work progress- one month look-ahead.
 - 3. Field observations & issues.
 - 4. Review of submittals schedule and status of submittals.
 - 5. Progress schedule.
 - 6. Corrective measures to regain project schedule, if necessary.
 - 7. Planned progress during succeeding work period.
 - 8. Outstanding RFI's/RFP's.
- D. Architect will record minutes and distribute copies after the meeting to participants.
- E. Architect and/or engineer will also be on site weekly for an informal jobsite visit.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 7 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule at each monthly meeting if there is a change.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

3. Samples for selection.
 4. Samples for verification.
- B. Submit to NCDOT for review for the limited purpose of checking for conformance with the contract documents.
- C. Samples will be reviewed for color and finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Designer's knowledge as contract administrator or for NC DOT. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- B. Submit for NC DOT's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies that requires, plus two copies that will be retained by NCDOT.
- B. Documents for Information: Submit two copies.
- C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by NCDOT.
1. After review, produce duplicates.
 2. Retained samples will not be returned to unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- C. Identify Project, SCO ID Number,, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. The submittal will be rejected by the Architect without this verification.
- E. Schedule submittals to expedite the Project, and coordinate submission of priority and related items.
- F. For each submittal for review, allow 15 days excluding delivery time.
- G. Identify variations from Contract Documents and Product or system limitations.
- H. Provide space for and NCDOT & Designer of Record review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Architect will distribute copies of reviewed submittals.

3.09 SOILS AND MATERIALS QUALITY ASSURANCE

- A. Quality assurance will be provided by Owner's in-house staff.
- B. General Contractor will notify the Architect 48 hours in advance to schedule the Owner's testing agent on site.
- C. The NCDOT Structural Engineer will provide an outline of testing and testing intervals to the General Contractor & Owner's testing agent.
- D. Testing will include soil and gravel compaction testing, and slump and strength testing for all concrete and structural grout (footing, slab, wall & sidewalk).
- E. Visual inspection of all structural elements will be done by the NCDOT Structural Engineer.
- F. For testing requirements for plumbing, mechanical and electrical, see relevant specification sections.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 01 3216

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 RELATED SECTIONS

- A. Section 01 1000 - Summary: Work sequence.

1.03 REFERENCES

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; Associated General Contractors of America; 2004.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM, O'Brien, McGraw-Hill Book Company; 2006.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- C. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Project schedule will be reviewed at the monthly meeting.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 7 days.

3.05 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to's project site file, to Subcontractors, suppliers, NCDOT and NCDOT Designer of Record, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01 4000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Control of installation.
- D. Testing and inspection services.
- E. Special inspections.
- F. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2011.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2009.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2010.
- E. ASTM E329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2011.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2009.

1.04 SUBMITTALS

- A. Contractor to submit concrete mix design and any additional information required elsewhere in the specifications.
- B. See Plumbing, Mechanical, and Electrical specifications for required testing.
- C. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to NCDOT and NCDOT Designer of Record.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by NCDOT, provide interpretation of results.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and or installation/application subcontractor to NCDOT, in quantities specified for Product Data.
- 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Final Acceptance.
- E. Should specified reference standards conflict with Contract Documents, request clarification from NCDOT before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of NCDOT shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instruction conflict with contract documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by person qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with NCDOT and in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify NCDOT and of observed irregularities or non-conformance of Work or products.
 - 5. Perform additional tests and inspections required by NCDOT.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of.
 - 4. Agency has no authority to stop the Work.
- C. Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify NCDOT and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by beyond specified requirements.
 - 6. Arrange with NC DOT's agency and pay for additional samples, tests, and inspections required by beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by NCDOT.

2.03 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.04 DEFECT ASSESSMENT

- A. Replace work or portions of the work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 01 6000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
- C. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
- D. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to NC DOT.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The NCDOT will notify in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 01 7000

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of NC DOT personnel.
- G. Closeout procedures, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Staking and grading is to be done per contract document information, with General Contractor's Surveyor prior to starting work; Contractor is to alert Designer to any discrepancies.
 - 1. Submit surveys and survey logs for the project record.

1.04 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in North Carolina.
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in North Carolina.

1.05 PROJECT CONDITIONS

- A. Grade site as shown on Contract document. Maintain excavations free of water. Provide, operate, and maintain pumping equipment if necessary.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. As work progresses, ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. General contractor to coordinate completion and clean-up of work of subcontractors.
- G. After NC DOT occupancy of premises, Owner's representative will coordinate access to site for correction of warranty work.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify NCDOT & Designer of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Designer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Designer.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

the equipment or system manufacturer.

- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Designer when work is considered ready for Designer Pre-Final Inspection.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Designer's review.
- D. Correct items of work listed in Pre-Final Inspection punch list and comply with requirements for access to NC DOT-occupied areas.
- E. Notify Designer when work is considered finally complete.
- F. Complete items of work determined by Designer's Final Inspection.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 01 7800

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: ("As Built" mark-up set) Submit documents to Designer with claim for final Application for Payment.
- B. Operation and Maintenance Manual:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by NC DOT, submit completed documents with acceptance of work.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with NCDOT & Designer comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit three sets of final documents at the final inspection.
 - 4. Operation and Maintenance manuals shall be loose leaf notebook with "tabs" to separate sections.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with NC DOT's permission, submit documents with acceptance of work.
 - 2. Make other submittals at the final Application for Payment.
 - 3. For all the work, the date of warranty will be the date of the final inspection.

PART 3 EXECUTION

2.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings, Project manual.
 - 2. Addenda, Bulletin drawings.
 - 3. Change Orders and other modifications to the Contract.
 - 4. Reviewed / approved shop drawing submittals, product data, and samples.
- B. Ensure entries are complete and accurate, enabling future reference by NC DOT.
- C. Store record documents separate from documents used for construction.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- D. Record the information as construction progresses.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
 - 3. All subcontractors are to mark on the same record set.

2.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

2.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. Provide for Each Product, applied material, and finish.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

2.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer's printed operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Additional Requirements: As specified in individual product specification sections.

2.05 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data.
- G. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- H. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of NCDOT & Designer, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.

2.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with NC DOT's permission, leave date of beginning of time of warranty until the Date of Final Acceptance is determined. All warranties and bonds must be submitted at (or by) the final inspection.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 02 4100

DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of existing building finishes, toilet partitions, light and plumbing fixtures & accessories as indicated on drawings.

1.02 SUBMITTALS

- A. Project Record Documents:
 - 1. Identify location of capped utilities.
 - 2. Submit forms titled "Section 01 1510A" and "Section 01 1510B" located following Section 01 1510 for the Construction and Demolition Materials Recycling Requirements.

1.03 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. After the project is begun, the contractor is responsible for the condition of structures to be demolished. The owner does not warrant that the condition of structures to be demolished will not have changed since the time of inspection for bidding purposes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and sealed.
- B. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required; see Landscape, Mechanical and Electrical drawings. Salvage costs shall be reflected in the Contractor's bid.
- C. Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.

3.02 PREPARATION

- A. Protection:
 - 1. Provide for the protection of persons passing around or through the area of demolition.
 - 2. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.
- B. Construct and maintain shoring, bracing, and supports as necessary to ensure the stability of structures.

3.03 UTILITY SERVICES

- A. Arrange with utility companies and shut off indicated utilities serving structures.
- A. Disconnect and cap indicated utilities before starting demolition operations.
- B. Identify location of capped utilities on project record documents.

3.04 POLLUTION CONTROLS

- A. Observe environmental protection regulations.
- B. Do not allow water usage that results in freezing or flooding.

3.05 DEMOLITION - GENERAL

- A. Remove: Unless items are otherwise indicated to be reinstalled or salvaged, remove and scrap.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- B. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare for service; reinstall in the same location (or in the location indicated).
- C. Remove and Install New: Remove and dispose of items indicated and install new items in the same location (or in the location indicated).
- D. Remove and Salvage: Items indicated to be salvaged will remain the Owner's property. Carefully remove and clean items indicated to be salvaged; protect against damage; Owner may salvage some of the toilet fixtures, and toilet partitions.
- E. Remove and Scrap: Remove and dispose of items indicated in Section 01 1510 for the Construction and Demolition Materials Recycling Requirements.
 - 1. Items of value to the contractor: Do not store removed items on site.
- F. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the architect's permission, the contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- G. Perform work in a systematic manner.
- H. Perform selective demolition using methods which are least likely to damage work to remain and which will provide proper surfaces for patching.

3.06 DEMOLITION ON OR BELOW GRADE

- A. Where portions of concrete slabs-on-grade are to be removed, first outline the portion with a concrete saw to a depth of at least 1 inch.

3.07 FILLING BELOW-GRADE AREAS AND VOIDS

- A. Below-grade areas and voids resulting from demolition of structures shall be filled or excavated further, as appropriate, according to requirements specified elsewhere in Division 2.

3.08 DISPOSAL OF DEMOLISHED MATERIALS

- A. Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site. See Section 01 1510 for the Construction and Demolition Materials Recycling Requirements.
- B. Transport concrete or masonry debris resulting from demolition operations and dispose off the Owner's property.
- C. Transport all other materials resulting from demolition operations and legally dispose of off-site.
- D. Do not burn removed materials on project site.
- F. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

3.09 CLEANING

- A. Clean soil, smudges, and dust from surfaces to remain.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 06 1000

ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preservative treated wood materials.
- B. Concealed wood blocking, nailers, and supports.
- C. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 09 2116 - Gypsum Board Assemblies: Gypsum-based sheathing.

1.03 REFERENCE STANDARDS

- A. ANSI A208.1 - American National Standard for Particleboard; 2009.
- B. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association; 2001.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2010
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- F. AWWA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- G. AWWA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- H. AWWA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- I. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce);2005.
- J. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Complywith PS 20 and requirements of specified grading agencies.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: Kiln-dry or MC15.
- D. Stud Framing (2 by 2 through 2 by 6):
 1. Species: Any allowed under referenced grading rules.
 2. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16):
 1. Species: Any allowed under grading rules.
 2. Grade: No. 1 & Btr.
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 1. Lumber: S4S, No. 2 or Standard Grade.
 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. Water-Resistive Barrier: No. 15 asphalt felt.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

2. Preservative Pressure Treatment of Plywood Above Grade: AWP A U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Specifically, provide the following non-structural framing and blocking:
 1. Cabinets and shelf supports.
 2. Wall brackets.
 3. Handrails.
 4. Grab bars.
 5. Towel and bath accessories.
 6. Wall-mounted door stops.
 7. Chalkboards and marker boards.
 8. Wall paneling and trim.
 9. Joints of rigid wall coverings that occur between studs.

3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
 3. Install adjacent boards without gaps.
 4. Size and Location: As indicated on drawings.

3.05 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 1510.
 1. Comply with applicable regulations.
 2. Do not burn scrap on project site.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol,CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 06 2000

FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Finish carpentry items.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Support framing, grounds, and concealed blocking.

1.03 REFERENCE STANDARDS

- A. ANSI A208.1 - American National Standard for Particleboard; 2009.
- B. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- C. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- D. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Provide instructions for attachment hardware and finish hardware.
- C. Shop Drawings: Indicate materials, dimensions, component profiles, fastening methods, jointing details, accessories, to a minimum scale of 1" = 1'-0".

1.06 QUALITY ASSURANCE

- A. Grade materials in accordance with the following:
 - 1. Softwood Lumber: In accordance with rules certified by ALSC; www.alsc.org.
 - 2. Plywood: Certified by the American Plywood Association.
- B. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

1.08 PROJECT CONDITIONS

- A. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner
- B. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI//AWMAC/WI Architectural Woodwork Standards for Premium Grade.
- B. Unless otherwise indicated provide products of quality specified by AWI Architectural Woodwork Quality Standards Illustrated for Premium grade.

2.02 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

2.03 LUMBER MATERIALS

- A. Hardwood Lumber: Birch, maximum moisture content of 6 percent, finger jointed acceptable.
- B. Tongue & Groove soffit- 1x6 Clear (no knots) nominal tongue & groove Douglas Fir. No glued pieces. Natural stain. Clear coat. Install as shown.
- C. Softwood: Comply with NIST PS 20 and grade in accordance with the grading rules of the grading and inspection agency applicable to the species.
- D. For transparent finish, use only solid pieces of lumber; WM 4 N-grade.
- E. For opaque finish, pieces which are glued up may be used; WM 4 N- or P-grade.
- F. Moisture content: Not greater than that required by applicable grading rules; provide kiln-dried lumber.
- G. Provide lumber dressed on all exposed faces, unless otherwise indicated.
- H. Do not use twisted, warped, bowed, or otherwise defective lumber.
- I. Sizes indicated are nominal, unless otherwise indicated.
- J. Do not mark or color lumber, except where such marking will be concealed in finish work.

2.04 SHEET MATERIALS

- A. Hardwood Plywood: Face species as indicated, plain sawn, book matched, medium density fiberboard core; glue type as recommended for application.
- B. Plywood in concealed locations: Comply with NBS PS 1, Grade C minimum.

2.05 PLASTIC LAMINATE MATERIALS-NOT USED

2.06 ADHESIVE

- A. Adhesive: Type recommended by laminate manufacturer to suit application.

2.07 FASTENINGS

- A. Concealed Joint Fasteners: Threaded steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- C. Field verify all dimensions

3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

3.04 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 07 2100

THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Batt insulation at roof trusses. For replacement of batt insulation if damaged during renovation.

1.02 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2010a.
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2006.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2010b.
- D. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2011.
- E. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association; 2006.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.04 COORDINATION

- A. Coordinate the work with Section 07 2500 for installation of vapor retarder.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Acoustic Batt Insulation at roof trusses.

2.02 BATT INSULATION MATERIALS

- A. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
 - 1. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 - 2. Facing: Kraft paper where covered/ foil facing where exposed.
 - 3. Thermal Resistance:.
 - a. R-38
 - 4. Manufacturers:
 - a. CertainTeed Corporation: www.certainteed.com.
 - b. Johns Manville Corporation: www.jm.com.
 - c. Owens Corning Corp: www.owenscorning.com.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION AT CAVITY WALLS

- A. Install boards to fit snugly between wall ties.
- B. Install boards horizontally on walls.
- C. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- C. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

3.04 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 09 2116

GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Gypsum wallboard and ceiling board.
 - 2. Drywall finishing.

1.02 QUALITY ASSURANCE

- A. Regulatory Requirements: Where required, provide fire-rated assemblies as listed in the following:
 - 1. Underwriters Laboratories Inc.'s (UL) "Fire Resistance Directory."

PART 2 - PRODUCTS

2.01 GYPSUM BOARD

- A. Gypsum Wallboard and Ceiling Board: ASTM C 36; maximum lengths available to minimize end-to-end butt joints in each area receiving finished gypsum board.
 - 1. Edges: Tapered.
 - 2. Thickness: 5/8 inch, except as otherwise shown (fire-resistant type).
- B. Manufacturers: Products of the following manufacturers or approved equal, provided they comply with requirements of the contract documents, will be among those considered acceptable:
 - 1. Domtar Gypsum.
 - 2. Georgia-Pacific Corporation.
 - 3. Gold Bond Building Products, a National Gypsum Division.
 - 4. USG Corporation.

2.02 TRIM AND ACCESSORIES

- A. General: Except as otherwise specifically indicated, provide trim and accessories by manufacturer of gypsum board materials, made of galvanized steel or zinc alloy and configured for concealment in joint compound.

2.03 JOINT TREATMENT

- A. General: Provide products by manufacturer of gypsum boards. Comply with ASTM C 475 and with manufacturer's recommendations for specific project conditions.
- B. Joint Tape: Manufacturer's standard paper reinforcing tape.
- C. Setting Type Joint Compound: Chemical hardening type, for the following applications:
 - 1. Exterior use: Prefilling and topping.
- D. Drying Type Joint Compound: Vinyl-based type for interior use, and as follows:
 - 1. All-purpose type, for both embedding tape and as topping.

2.04 MISCELLANEOUS MATERIALS

- A. General: Provide miscellaneous materials as produced or recommended by manufacturer of gypsum products.

PART 3 - EXECUTION

3.01 INSTALLATION OF GYPSUM BOARD

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
 - 1. Wherever possible, install gypsum board to minimize butt end joints.
 - 2. Apply ceiling boards prior to installation of wallboards. Arrange to minimize butt end joints near center of ceiling area.
 - 3. Install wallboards in a manner which will minimize butt end joints in center of wall area. Stagger vertical joints on opposite sides of walls.
- B. Installation on Wood Framing:
 - 1. Single-layer application: Install gypsum board by the following method:

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- a. Screw attachment.

3.02 FINISHING

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
- B. Finish gypsum board in accordance with the following level of finish per GA-214, except where indicated otherwise on the drawings:
 - 1. Level 3: Embed tape in joint compound at all joints and interior angles. Provide two separate coats of compound at all joints, angles, fastener heads, and accessories. Provide smooth surfaces free of tool marks and ridges.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 09 3000

TILING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Cementitious backer board as tile substrate.
- D. Stone thresholds.
- E. Ceramic trim.

1.2 RELATED REQUIREMENTS

- A. Section 07 9005 - Joint Sealers.
- B. Section 09 2116 - Gypsum Board Assemblies: Installation of tile backer board.

1.3 REFERENCE STANDARDS

- A. ANSI A108 Series/A118 Series/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2012.1.
 - 1. ANSI A108.1a - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2012.1.
 - 2. ANSI A108.1b - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar; 2012.1.
 - 3. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2012.1.
 - 4. ANSI A108.11 - American National Standard for Interior Installation of Cementitious Backer Units; 2012.1.
 - 5. ANSI A108.12 - American National Standard for Installation of Ceramic Tile with EGP (Exterior glue plywood) Latex-Portland Cement Mortar; 2012.1.
 - 6. ANSI A108.13 - American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2012.1.
 - 7. ANSI A118.1 - American National Standard Specifications for Dry-Set Portland Cement Mortar; 2012.1.
 - 8. ANSI A118.4 - American National Standard Specifications for Latex-Portland Cement Mortar; 2012.1.
 - 9. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation; 2012.1.
 - 10. ANSI A118.7 - American National Standard Specifications for Polymer Modified Cement Grouts for Tile Installation; 2012.1.
 - 11. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 2012.1.
 - 12. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2012.1.
- B. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2012.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

- B. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.

1.5 QUALITY ASSURANCE

- A. Maintain one copy of The Tile Council of North America Handbook and ANSI A108 Series/A118 Series on site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.

1.7 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

1.8 EXTRA MATERIALS

- A. Provide 10 sq. ft of each size, color, and surface finish of tile specified.

PART 2 PRODUCTS

2.1 TILE

- A. Manufacturers: All products by the same manufacturer.
 - 1. Basis of design: **Methods** Series by Dal-Tile Corporation: www.daltile.com.
 - 2. Colors, Textures, and Patterns, Tile, Grout, and Other Products: **Colors shall match the colors indicated below and as scheduled on drawings**, as manufactured by the **Dal-Tile Corporation** and/or **American Olean Tile** approved equals (American Olean Tile or Florida Tile). Colors manufactured by a tile company other than that specified, as manufactured by the Dal-Tile Corporation, must be approved as equal in color and texture by the Architect and the Roadside Unit. A manufacturer other than Dal-Tile shall submit an actual sample comparison submittal board with their **substitution samples** mounted alongside the specified Dal-Tile samples for consideration as an equal tile product by the Architect and the Roadside Unit; the proposed substitution submittal board **shall be submitted 10 days prior to the receipt of bids to Facilities Design, NCDOT, 1 S. Wilmington St., Raleigh, NC 27601**, Attn: Lisa Keel, RA.
 - 3. Tile trim and accessories: Match color and finish of adjoining flat tile.
- B. Other acceptable manufacturers:
 - 1. American Olean: www.americanolean.com.
 - 2. Summitville Tiles, Inc: www.summitville.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.
- C. Unglazed Floor Tile: ANSI A137.1
 - 1. Size and Shape: As scheduled- see drawings A2.1-A2.3.
 - 2. Thickness: 3/8 inch
 - 3. Edges: Square.
 - 4. Surface Finish: Non-slip.
 - 5. Colors:
 - a. Field 1: DAL TILE, PARKWAY SERIES- PK96 BEIGE, 18"X 18"- HORIZONTAL STACKED.
 - b. Field 2: DAL TILE, PARKWAY SERIES- PK96 BEIGE, 12"X 24"- HORIZONTAL STACKED
 - c. Accent 7: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- ICE WHITE A25 (2) 2" x 2".
 - d. Accent 8: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- DILL PICKLE A83 (2) 2" x 2".
 - 6. Pattern: As shown in drawings.
- D. Unglazed Quarry Floor Tile: ANSI A137.1

1. Size and Shape: 6"x6", to match existing- see Floor Plan A1.1, for Janitor Sink..
2. Thickness: 3/8 inch
3. Edges: Square.
4. Surface Finish: Non-slip.
5. Color: Tan to match existing.

E. Wall Tile: ANSI A137.1

1. Size and Shape: As scheduled- see drawings A2.1-A2.3.
2. Thickness: 3/8 inch
3. Edges: Square.
4. Surface Finish: Varies per tile selection.
5. Colors:
 - a. Field: DAL TILE, UNITY SERIES- P400 AVORIO. 12"X 24"- UNPOLISHED- HORIZONTAL STACKED
 - b. Cove Base: DAL TILE, UNITY SERIES- P400 AVORIO. 6"X 12"- UNPOLISHED
 - c. Accent 1: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- ICE WHITE A25 (2). 1"X 1"
 - d. Accent 2: AMERICAN OLEAN, UNGLAZED COLORBODY- PORCELAIN MOSAIKS- DILL PICKLE A83 (2). 1"X 1"
 - e. Accent 3: DAL TILE, SHOWSCAPE, CRISP BLUE BRUSHSTROKE SH16 (2). 12"X 24" VERTICAL STACKED
 - f. Accent 4: DAL TILE, UNITY SERIES- P400 AVORIO. 12"X 24" - POLISHED- HORIZONTAL STACKED
 - g. Accent 5: DAL TILE, UNITY SERIES- P400 AVORIO. 3"X 12" BULLNOSE - UNPOLISHED- VERTICAL STACKED
 - h. Accent 6: DAL TILE, SHOWSCAPE, STYLISH WHITE BRUSHSTROKE SH09 (1). 12"X 24" HORIZONTAL STACKED

2.2 TRIM AND ACCESSORIES

- A. Ceramic Trim: Matching bullnose and cove base ceramic shapes in sizes indicated on drawings A2.1-A2.3.
1. Applications: Use in the following locations:
 - a. Open Edges: Bullnose.
 - b. Inside Corners: Jointed.
 - c. Floor to Wall Joints: Cove base.
 2. Manufacturer: Same as for tile.
- B. Interior Thresholds: Marble, white, honed finish; 2 inches wide by full width of wall or frame opening; 1/2 inch; beveled one long edge with radiused corners on top side; without holes, cracks, or open seams.

2.3 ADHESIVE MATERIALS

- A. Manufacturers:
1. Bonsal: www.bonsalamerican.com.
 2. Bostik Inc: www.bostik-us.com.
 3. Mapei Corporation: www.mapei.com.
 4. Substitutions: See Section 01 6000 - Product Requirements.

2.4 MORTAR MATERIALS

- A. Manufacturers:
1. Bonsal: www.bonsalamerican.com.
 2. Bostik, Inc: www.bostik-us.com.
 3. Custom Building Products: www.custombuildingproducts.com.
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Mortar Bed Materials: Portland cement, sand, latex additive, and water.

- C. Mortar Bond Coat Materials for Thin-Set Installations:
 - 1. Dry-Set Portland Cement type: ANSI A118.1.
 - 2. Latex-Portland Cement type: ANSI A118.4.

2.5 GROUTS

- A. Manufacturers:
 - 1. Bonsal: www.bonsalamerican.com.
 - 2. Bostik Inc: www.bostik-us.com.
 - 3. Custom Building Products: www.custombuildingproducts.com.
 - 4. **Basis of Design: Quartz-Lock Grout, Star Quartz**
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Urethane-Based Quartz Grout or 100% Solids Epoxy Grout at all floors and cove base; complying with ANSI A118.3.
 - 1. Mix in accordance with manufacturer's recommendations.
 - 2. Colors: Wall & cove base: **#145, Bone**; Floor: **#380, Charcoal gray**.

2.6 SEALANTS

- A. Compatibility: Provide elastomeric sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates for project performance conditions; color shall match wall tile grout color.

2.7 THIN-SET ACCESSORY MATERIALS

- A. Reinforcing Mesh: 2 x 2 inch size weave of 16/16 wire size; welded fabric, galvanized.
- B. Cementitious Backer Board: ANSI A118.9; High density, cementitious, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.

3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions.

Tape joints and corners, cover with skim coat of setting material to a feather edge.

- E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.

3.3 INSTALLATION - GENERAL

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and TCA Handbook recommendations. Tile will be laid parallel/perpendicular to wall - no diagonal patterns. Install tile in patterns indicated on drawings.
- B. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- C. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- D. Install thresholds where indicated.
- E. Sound tile after setting. Replace hollow sounding units.
- F. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- G. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- H. Grout tile joints. Use standard grout unless otherwise indicated.
- I. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

3.4 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCA Handbook Method F113, dry-set or latex-portland cement bond coat, with standard grout.

3.5 INSTALLATION - WALL TILE

- A. Over backer units as indicated on studs, install in accordance with The Tile Council of North America Handbook Method W247.

3.6 CLEANING

- A. Clean tile and grout surfaces.

3.7 PROTECTION

- A. Do not permit traffic over finished floor surface for 4 days after installation.

3.8 WASTE MANAGEMENT

- A. Separate waste in accordance with Section 01 7419 and place in designated areas in the following categories for recycling:
 - 1. Half tiles and larger, set aside for reuse as replacement, donation to non-profit organizations such as Habitat for Humanity, etc.
 - 2. Broken tile and cutoffs smaller than 1/2 tile, excess mortar and grout, crush for use as sub-base or non-structural fill.
 - 3. Separate metal waste and place in designated area for recycling.
 - 4. Separate cardboard waste and place in designated area for recycling.

END OF SECTION

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

SECTION 09 7720

DECORATIVE FIBERGLASS REINFORCED WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Prefinished polyester glass reinforced plastic sheets and adhered to unfinished gypsum wallboard.
 - 1. Aluminum PVC trim.
 - 2. PVC Wall base.
- B. Products Not Furnished or Installed under This Section:
 - 1. Gypsum [Cementitious] substrate board.
 - 2. Resilient Base.

1.2 RELATED SECTIONS

- A. Section 061000- Rough Carpentry
- B. Section 092600 – Gypsum Board System
- C. Section 099000 - Painting

1.3 REFERENCES

- A. American Society for Testing and Materials: Standard Specifications (ASTM)
 - 1. ASTM D 256 - Izod Impact Strengths (ft #/in)
 - 2. ASTM D 570 - Water Absorption (%)
 - 3. ASTM D 638 - Tensile Strengths (psi) & Tensile Modulus (psi)
 - 4. ASTM D 790 - Flexural Strengths (psi) & Flexural Modulus (psi)
 - 5. ASTM D 2583- Barcol Hardness
 - 6. ASTM D 5319 - Standard Specification for Glass-Fiber Reinforced Polyester Wall and Ceiling Panels.
 - 7. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.4 SUBMITTALS

- A. Product Data: Submit sufficient manufacturer's data to indicate compliance with these specifications, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Selection Samples: Submit manufacturer's standard color pattern selection samples representing manufacturer's full range of available colors and patterns.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

1.5 QUALITY ASSURANCE

- A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:
 - 1. ASTM E 84 (Method of test for surface burning characteristics of building Materials)
 - a. Wall Required Rating – Class A

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials factory packaged on strong pallets.
- B. Store panels and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (70°) for 48 hours prior to installation.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Building are to be fully enclosed prior to installation with sufficient heat (70°) and ventilation consistent with good working conditions for finish work
- B. During installation and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer.
 - 1. Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

1.8 WARRANTY

- A. Furnish one year guarantee against defects in material and workmanship.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Marlite; www.marlite.com. Basis of design: Marlite Standard FRP
- B. Fiber-Tech Industries, Inc.; www.fiber-tech.net
- C. Kal-Lite; www.kal-lite.com

2.2 PANELS

- A. Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319.
 - 1. Coating: Multi-layer print, primer and finish coats or applied over-layer.
 - 2. Dimensions:
 - a. Thickness – 0.090 “ (2.29mm) nominal
 - b. Width - 4'-0” (1.22m) nominal
 - c. Length: As indicated on the drawings nominal
 - 3. Tolerance:
 - a. Length and Width: +/-1/8 “ (3.175mm)

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- b. Square - Not to exceed 1/8 " for 8 foot (2.4m) panels or 5/32 " (3.96mm) for 10 foot (2.4m) panels
- B. Properties: Resistant to rot, corrosion, staining, denting, peeling, and splintering.
 - 1. Flexural Strength - 1.0×10^4 psi per ASTM D 790. (7.0 kilogram-force/square millimeter)
 - 2. Flexural Modulus - 3.1×10^5 psi per ASTM D 790. (217.9 kilogram-force/square millimeter)
 - 3. Tensile Strength - 7.0×10^3 psi per ASTM D 638. (4.9 kilogram-force/square millimeter)
 - 4. Tensile Modulus - 1.6×10^5 psi per ASTM D 638. (112.5 kilogram-force/square millimeter)
 - 5. Water Absorption - 0.72% per ASTM D 570.
 - 6. Barcol Hardness (scratch resistance) of 35 55 as per ASTM D 2583.
 - 7. Izod Impact Strength of 72 ft. lbs./in ASTM D 256
- C. Back Surface: Smooth. Imperfections which do not affect functional properties are not cause for rejection.
- D. Front Finish:
 - a. Color: As selected by architect from manufacturer's standard palette.
 - b. Surface: Smooth
 - c. Fire Rating: Class A.
 - d. Size: As indicated on drawings.

2.3 BASE

- A. Base Molding for 0.090 " (2.29mm) thick FRP Panels
 - 1. Color: As selected by architect from manufacturer's standard palette.

2.4 MOLDINGS

Aluminum Trim: Heavy weight extruded aluminum 6063-T5 alloy prefinished at the factory.

- 1. Profiles :
 - a. F 550 Inside Corner, 8' length
 - b. F 561 Outside Corner, 8' length
 - c. F 565 Division, 8' length
 - d. F 570 Edge, 8' length
 - e. Color: Brite Anodized

2.5 ACCESSORIES

- A. Fasteners: Non-staining nylon drive rivets.
 - 1. Match panel colors.
 - 2. Length to suit project conditions.
- B. Adhesive: Either of the following construction adhesives complying with ASTM C 557.
 - 1. FRP Adhesive - Water- resistant, non-flammable adhesive.
 - 2. Construction Adhesive - Flexible, water-resistant, solvent based adhesive, formulated for fast, easy application.
 - 3. Advanced Polymer Panel Adhesive – VOC compliant, non-flammable, environmentally safe adhesive.
- C. Sealant:
 - 1. Clear Silicone Sealant..

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

PART 3 - EXECUTION

3.1 PREPARATION

- A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.
 - 1. Verify that stud spacing does not exceed 24" (61cm) on-center.
- B. Repair defects prior to installation.
 - 1. Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

3.2 INSTALLATION

- A. Comply with manufacturer's recommended procedures and installation sequence.
- B. Cut sheets to meet supports allowing 1/8" (3 mm) clearance for every 8 foot (2.4m) of panel.
 - 1. Cut and drill with carbide tipped saw blades or drill bits, or cut with shears.
 - 2. Pre-drill fastener holes 1/8" (3mm) oversize with high speed drill bit.
 - a. Space at 8" (200mm) maximum on center at perimeter, approximately 1" from panel edge.
 - b. Space at in field in rows 16' (40.64cm) on center, with fasteners spaced at 12" (30.48 cm) maximum on center.
- C. Apply panels to board substrate, above base, vertically oriented with seams plumb and pattern aligned with adjoining panels.
 - 1. Install panels with manufacturer's recommended gap for panel field and corner joints.
 - a. Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.
 - b. Drive fasteners for snug fit. Do not over-tighten.
- D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.
 - 1. All moldings must provide for a minimum 1/8 " (3mm) of panel expansion at joints and edges, to insure proper installation.
 - 2. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

3.3 CLEANING

- A. Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner.
- B. Refer to manufacturer's specific cleaning recommendations Do not use abrasive cleaners.

END OF SECTION

SECTION 09 9000

PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints, stains, varnishes, and other coatings.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products, including VOC content.

1.03 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work as described in this section, with minimum three years experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.05 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior coatings during rain or snow, when CMU is damp, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Duron, Inc: www.duron.com.
 - 2. Glidden Professional: www.gliddenprofessional.com.
 - 3. Benjamin Moore & Co: www.benjaminmoore.com.
 - 4. Sherwin-Williams: www.sherwin-williams.com
- C. Transparent Finishes:
 - 1. Base Manufacturer: ICI Paints.
- D. Block Fillers:
- E. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Ferrous Metals, Primed, Alkyd, 2 Coat (Hollow Metal Doors and Frames):
 - 1. Touch up with rust-inhibitive primer recommended by top coat manufacturer.
 - 2. Gloss: Two coats of alkyd enamel.
- B. Cedar Siding, Trim, Soffits and Wood columns:
 - 1. Flat: Two coats of 100% acrylic latex enamel.

2.04 PAINT SYSTEMS - INTERIOR

- A. Ferrous Metals, Primed, Alkyd, 2 Coat (HM doors and frames/ lintels):
 - 1. Touch-up with alkyd primer.
 - 2. Gloss: Two coats of alkyd enamel.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

- B. Wood, Alkyd, 2 Coat:
 - 1. One coat of alkyd primer sealer.
 - 2. Eggshell: One coat of alkyd enamel.

- C. Gypsum Board, Latex-Acrylic, 2 Coat:
 - 1. One coat of alkyd primer sealer.
 - 2. Eggshell: One coat of latex-acrylic enamel.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

3.02 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

SECTION 10 1700

PLASTIC TOILET COMPARTMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Water-closet compartments and urinal screens (toilet partitions) metallic finish.
 - 2. Restroom counters at wall.

1.02 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Panel Color Verification Samples: Submit 6-inch-square samples of each panel finish type and color to be installed.
- D. Manufacturer's Instructions.
- E. Maintenance Data.

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements: Products and finished installations to be used by handicapped persons must comply with requirements of the 2012 NC Building Code, Chapter 11, Accessibility, and ICC A117.1.

1.04 COORDINATION

- A. Use manufacturer's instructions and data to determine anchorage requirements for panel systems. In a timely manner, distribute to affected installers of related work those system components and anchorage devices provided by panel manufacturer for incorporation into other work.

PART 2 - PRODUCTS

2.01 PANEL SYSTEMS

- A. Compartments: Provide compartments fabricated of partitions and erected using the following panel systems at locations indicated on the drawings:
 - 1. Solid plastic, floor-anchored and overhead-braced.
- B. Screen Systems: Provide screens erected using the following panel systems at locations indicated on the drawings:
 - 1. Solid plastic, wall-hung, floor supported, and overhead braced.

2.02 PANEL MATERIALS

- A. Plastic Solid Plastic:
 - 1. Panel material: High-density polyethylene or polypropylene, of homogeneous composition and color throughout, minimum thickness of material 1 inch. Provide seamless panels with eased edges.
 - 2. Plastic Panel; Continuous mounting brackets in matching colors;
 - a. Accurate Partitions, color shall match Scranton Products, "Nickel".
 - b. Sanymetal, color shall match Scranton Products, "Nickel".
 - c. **Scranton Products.*: "Nickel"** for all Toilet partitions and for all counters at walls or approved equal; www.scrantonproducts.com.
 - 3. Hardware, head rails, heat-sink, shoes, and accessories. Manufacturer's standard styles. The following materials will be acceptable:
 - a. Chromium-plated nonferrous cast alloy ("Zamac").
 - b. Extruded aluminum, anodized and polished and stainless steel shoes.
 - 4. Manufacturers: Products of the following manufacturers or approved equal, provided they comply with requirements of the contract documents, will be among those considered acceptable (colors shall match those specified above):
 - a. **Scranton Products.*:** Santana/Comtec/Capitol.
 - b. The Sanymetal Products Company, Inc.
 - c. Accurate Partitions Corp. Lyons, IL or approved equal.

2.03 ACCESSORIES

- A. General: Provide hardware and accessories as necessary to properly install panel systems indicated.
1. **Hinge:** Self-closing, continuous type hinge, surface-mounted; adjustable to permit door to rest at any angle or closed angle.
 2. Latch for non-handicapped compartments: Surface-mounted type, with emergency access feature. Provide stop and keeper with rubber bumper.
 3. Latch for handicapped compartments: Surface-mounted sliding latch (for inner side of compartment doors), with emergency access feature, designed for use by handicapped persons.
 4. Provide **door pulls** on all doors, including handicapped compartments (for outer side of compartment doors): Suitable for use by handicapped persons.
 5. Combination coat hook with rubber bumper: Provide unit of sufficient length to prevent compartment door from striking installed toilet accessories. Locate a minimum of 16" below top of door.
 6. Leveling-and-anchorage devices: Rust-resistant steel devices as recommended by panel manufacturer for installation of panels in conditions indicated.
 7. **Metal shoes:** Stainless steel. Minimum shoe height: 3 inches.
 8. Fasteners: Tamper-resistant rust-proof, exposed fasteners as recommended by panel manufacturer for installation of panels and hardware in conditions indicated. Finish to match hardware.
 9. **Overhead bracing:** Antigrip headrail bracing fabricated from continuous extruded aluminum, clear anodized finish.
 10. **Brackets:** All panels shall be mounted with continuous panel brackets of aluminum, and anchored to continuous wall blocking.
 11. **Heat-Sink:** Provide solid aluminum strips at the bottom of all panels or Class A rated panels.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more restrictive requirements are shown, specified, or are necessary for project conditions.

END OF SECTION

SECTION 10 8100

TOILET ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Paper Towel Dispenser and waste receptacles.
2. Soap Dispenser.
3. Mirrors (2-year warranty).
4. Grab bars.
5. Toilet Paper Dispenser.
6. Sanitary Napkin Disposal Units.
7. Combination utility shelf / mop and broom holders.
8. Hand Dryers.

1.02 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Manufacturer's Instructions.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. For each distinct type of toilet accessory, provide accessories fabricated by a single manufacturer.
- B. All model numbers specified are products of **Bobrick* Washroom Equipment, Inc.**
- C. Only equivalent products of the following other manufacturers complying with the following **Bobrick Washroom Equipment, Inc.** provided they comply with requirements of the contract documents or approved equal, will be considered acceptable:
 1. A & J Washroom Accessories
 2. American Specialties, Inc. (ASI)
 3. Bradley Corporation

2.02 TOILET ACCESSORIES

- A. Recessed Towel Dispenser and Waste Receptacle: 600 C-fold paper towels, 12 gallon waste capacity bottom cabinet, locking doors/cabinets, recessed flush with wall, stainless steel; no sharp edges, seamless wall flanges, concealed piano hinges.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

1. Product: "Classic" Model B-3944 manufactured by Bobrick.
- B. Surface Mounted Towel Dispenser and Waste Receptacle: 600 C-fold paper towels, 12 gallon waste capacity bottom cabinet, locking doors/cabinets, protrudes from wall 8 ½" maximum, stainless steel; no sharp edges, seamless wall flanges, concealed piano hinges.
 1. Product: "Classic" Model B-3949 manufactured by Bobrick.
- C. Soap Dispenser: Surface mounted, 40 oz. of soaps or lotions capacity, locking stainless cabinet (key), soap level slot.
 1. Product: "Classic" Model B-2111 manufactured by Bobrick.
- D. Mirror 1: Stainless steel framed, ¼" thick float glass mirror.
 1. Sizes: 18" x 36".
 2. Frame: Radius edges, with mitered and welded and ground corners, and tamperproof hanging system; burr free satin finish.
 3. Product: Model B-290 1836 manufactured by Bobrick.
- E. Mirror 1: Stainless steel framed, ¼" thick float glass mirror.
 1. Sizes: 18" x 30".
 2. Frame: Radius edges, with mitered and welded and ground corners, and tamperproof hanging system; burr free satin finish.
 3. Product: Model B-290 1830 manufactured by Bobrick.
- F. Grab Bar 1:
 1. Basis of design: B-5806.99 - 42".
 - a. Stainless steel, nonslip gripping surface and concealed mounting, Model B-5806.99, by Bobrick.
- G. Grab Bar 2:
 1. Basis of design: B-5806.99 - 36".
 - a. Stainless steel, nonslip gripping surface and concealed mounting, Model B-5806.99, by Bobrick.
- H. Grab Bar 3:
 1. Basis of design: B-5806.99 - 18".
 - a. Stainless steel, nonslip gripping surface and concealed mounting, Model B-5806.99, by Bobrick.
- I. Toilet Paper Dispensers:
 1. Basis of design: B-4288 Bobrick.
 - a. Stainless steel.
 - b. 2 roll dispenser, key lock & vandal resistant.

The Contractor shall secure dispensers with stainless steel fasteners to the plastic toilet partitions and tiled stud walls; solid 2x wood blocking shall be provided at all wall mounted toilet accessories.

36059.27/ US 17 CAMDEN COUNTY REST AREA REFURBISHMENT

J. Partition Mounted Sanitary Napkin Disposal:

1. Basis of design: B-354 Bobrick.
 - a. Stainless steel.
 - b. Serves 2-compartments.

K. Recessed Sanitary Napkin Disposal:

1. Basis of design: B-353 Bobrick.
 - a. Stainless steel.
 - b. Single end compartments.

M. Hand Dryers: (Option-Bobrick)

1. Basis of design: Surface mounted sensor hand dryer "Excel" Model XL-BW, by Xlerator.
 - a. Automatic hand dryer, stainless steel finish, 120v, 1500w.
 - b. Mount 48" above finish floor.

2.03 MATERIALS

- A. Stainless steel: Type-304 stainless steel with satin finish, typical for all accessories.
- B. Mounting Devices and Fasteners: Provide toilet accessory manufacturer's recommended items for substrates and conditions indicated.

2.04 FABRICATION

- A. Manufacturer's Trademarks and Model Numbers: Permanently affix manufacturer's name and model number to unexposed surface of accessory.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions, except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- B. Accessories Installed for Use by Handicapped Persons: Install as indicated on drawings and in accordance with the 2012 NC Building Code, Chapter 11, Accessibility, and ANSI A117.1.

END OF SECTION

FORM OF PROPOSAL

**Camden County Rest Area
Refurbishment**

Contract: _____

Bidder: _____

NC Department of Transportation

Date: _____

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

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

North Carolina Department of Transportation

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

Camden County Rest Area Refurbishment

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

North Carolina Department of Transportation

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:

Total Base Bid: _____ Dollars(\$)

Add Alternate #1- Exterior Painting: _____ Dollars(\$)

Total Contract Amount: _____ Dollars(\$)

General Contractor:
_____ Lic _____

Plumbing Subcontractor:
_____ Lic _____

General portion of bid(\$) _____

Plumbing portion of bid(\$) _____

Mechanical Subcontractor:
_____ Lic _____

Electrical Subcontractor:
_____ Lic _____

Mechanical portion of bid(\$) _____

Electrical portion of bid(\$) _____

Tile Subcontractor: _____

Tile portion of bid (\$) _____

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

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.

GENERAL CONTRACT:

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 1% 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 1% 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. 3 _____ Addendum No. 5 _____ Addendum No. 7 _____

Addendum No. 2 _____ Addendum No. 4 _____ Addendum No. 6 _____ Addendum No. 8 _____

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

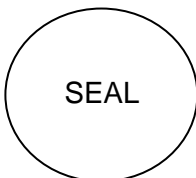
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____

(Name of Bidder)

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

_____ contract.

(Name of Project)

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

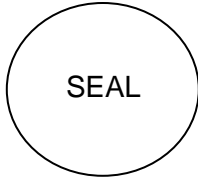
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

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

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

| Name and Phone Number | *Minority Category | **HUB Certified Y/N | Work Description | Dollar Value |
|-----------------------|--------------------|---------------------|------------------|--------------|
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*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

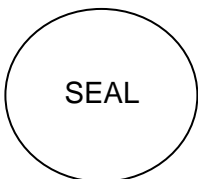
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

| Name and Phone Number | *Minority Category | **HUB Certified Y/N | Work Description | Dollar Value |
|-----------------------|--------------------|---------------------|------------------|--------------|
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*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

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

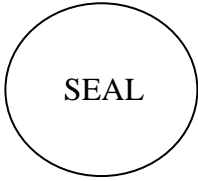
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as principal, and _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina through the North Carolina Department of Transportation 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 _____

_____ hereinafter called the Party of the Second Part.

WITNESSETH:

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

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

Consisting of the following sheets:

Dated: _____ and the following addenda:

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No _____ Dated: _____ Addendum No. _____ Dated: _____

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within _____ consecutive calendar days

from said date. For each day in excess thereof, liquidated damages shall be as stated in Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.

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

(\$ _____).

Summary of Contract Award:

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

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

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

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

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

Witness:

(Proprietorship or Partnership)

Contractor: (Trade or Corporate Name)

By: _____

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

Attest: (Corporation)

By: _____

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

The State of North Carolina through*

(CORPORATE SEAL)

(Agency, Department or Institution)

Witness:

By: _____

Title: _____

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project

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

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

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

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

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

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

(Surety Corporate Seal)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

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

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

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

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

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

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

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

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

Contractor: (Trade or Corporate Name)

By: _____

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

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

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

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

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