PROJECT MANUAL FOR:

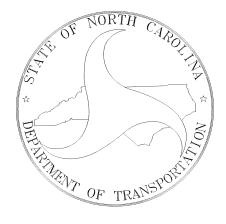
DURHAM COUNTY SALT DOME ROOF REPLACEMENT

DURHAM, NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

HIGHWAY DIVISION 5

SCO ID# 15-11515-01A



Engineer:

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



October 5, 2015

SET NO.____

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FOR

Durham County Salt Dome Roof Replacement

NC Department of Transportation Durham, NC ID# - 15-11515-01A

SCOPE OF WORK

This project consists of removing and disposing of the existing storage dome's approximately 9,000 SF of deteriorated asphalt shingles and installing a new 30 year asphalt shingle roofing system; converting the existing dome entrance from a shed roof to a gable roof; retrofitting or repairing damaged roof dome wood framing and sheathing; and providing all related materials, roof vents, flashing, trim, preparation, repair and replacement work specified, reasonably implied, or required for a complete first-class roof framing retrofit, and roof replacement job.

NOTICE TO BIDDERS

Sealed bids for this work will be received by:

Michael Mountcastle, PE NCDOT Facility Design Unit

Physical address:

1069 Prison Camp Road, Durham, NC 27704 (36.065033, -78.927006)

Mailing address:

NCDOT Facilities Management, 1525 Mail Services Center, Raleigh, NC 27699

Fax:

919-715-0399

Email:

mdmountcastle@ncdot.gov

up to 3:00 PM, on February 16, 2016 and immediately thereafter publicly opened and read aloud. Complete plans and specifications can be obtained from the Associated General Contractors, Carolinas Branch, McGraw-Hill Dodge Corporation, MCTAP/NCIMED, Inc, Durham (919-956-8889), and the following NCDOT web site:

https://connect.ncdot.gov/letting/Pages/Letting-List.aspx?let_type=5&let_status=Advertised

An open mandatory pre-bid meeting for all interested bidders will be held on site at 10:00 AM, on Tuesday. February 2, 2016, at the physical address given above. Any questions during the bid period are to be directed to Michael Mountcastle, via e-mail. Addenda will be issued with the minutes of the pre-bid meeting, and as required.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for specialty contractor S (Roofing).

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed. A bid bond is not required.

Please note on the envelope - Bid: Attn: Michael Mountcastle

Durham County Salt Dome Reroof (Bid Date) (Contractor) (License Number)

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

2. **DEFINITIONS**

Owner: "Owner" shall mean, The State of North Carolina through the Department of Transportation.

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Designer: 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 responsible for preparing the project plans and specifications. They will be referred to hereinafter as if each were of the singular number, masculine gender.

Contract Documents: "Contract Documents" shall consist of the Notice 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 bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. 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 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.

In such cases where the nature of the work requires clarification by the Designer/ Owner, the Designer/ Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner/Designer. A minimum number of copies as specified by the owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Designer/Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by the Contractor at his expense if the equipment is not in compliance with the specifications.

6. 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 five (5) days prior to the receipt of bids or by the date specified in the pre bid conference, 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.

7. WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The contractor shall maintain, in readable condition at his job site 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 owner, designer or his authorized representative.

The contractor shall maintain at the job site, 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 acceptance of the project.

8. MATERIALS, EQUIPMENT, EMPLOYEES

- a. The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, 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; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

- e. The designer is the judge of equality for proposed substitution of products, materials or equipment.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the contractor shall order such parties removed immediately from grounds.
- g. The Contractor shall cooperate with the designer and the owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, 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. 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 Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to county or municipal building codes and may not be subject to inspection by county or municipal authorities. Where appropriate, the Contractor shall, cooperate with the county or municipal authorities by obtaining building permits. The contractor at no cost may obtain permits to the owner.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC AND SAFETY

- 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, except as indicated in the Supplemental General Conditions.
- 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 it. 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.
- i. 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 13(b).
- j. 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.

11. SUBCONTRACTS AND SUBCONTRACTORS

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.

12. CONTRACTOR-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. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAMS FOR EXTRA COST

- 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 from the designer, countersigned by the owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the contractor be denied by the designer or the owner, the contractor may pursue his claim in accordance with G.S. 143-135.3.

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

- c. In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, Owner and State Construction Office the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except is such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), 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. Change orders shall be submitted by the contractor in writing to the owner/designer for review and approval. 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, within seven (7) days of receipt.

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."

- h. 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.
- i. If, during the progress of the work, the owner requests a change order and the contractor's terms are unacceptable, the owner, 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.

14. 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 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 (if applicable) 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 contractor, or the surety (if applicable) 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 (if applicable). 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 (if applicable) 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 (if applicable) shall be liable and shall pay to the owner the amount of said excess.

15. TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the contractor in writing via certified mail. 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.
- b. 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 approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed 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.

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.

17. REQUESTS FOR PAYMENT

Contractor shall refer to the Supplemental General Conditions for specific directions on payment schedule, procedures and the name and address where to send applications for payments for this project. It is imperative that invoices be sent only to the above address in order to assure proper and timely delivery and handling.

The Designer/Owner will process all Contractor pay requests as the project progresses. The Contractor shall receive payment within thirty (30) consecutive days after Designer/Owner's approval of each pay request. Payment will only be made for work performed as determined by the Designer/Owner.

Retainage:

- a. Retainage withheld will not exceed 5% at any time.
- b. The same terms apply to general contractor and subcontractors alike.
- c. Following 50% completion of the project no further retainage will be withheld if the contractor/subcontractor has performed their work satisfactorily.
- d. Exceptions:
 - 1. Owner/Contractor can reinstate retainage if the contractor/subcontractor does not continue to perform satisfactorily.
 - 2. Following 50% completion of the project, the owner is authorized to withhold additional retainage from a subsequent periodic payment if the amount of retainage withheld falls below 2.5%.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request. All pay requests shall be submitted to the Designer/Owner for approval.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

18. PAYMENTS WITHHELD

The designer with the approval of the Owner may withhold payment for the following reasons:

- Faulty work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- d. The secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
 - i.Claims filed against the contractor or evidence that a claim will be filed.
 - ii. Evidence that subcontractors have not been paid.

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 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.

19. 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.

20. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

21. CLEANING UP AND RESTORATION OF SITE

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

At the end of construction, the contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.

22. GUARANTEE

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 final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

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.

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.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

23. STANDARDS

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector which customarily requires the label or re-examination listing or identification marking of appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and federal requirements relating to clean air and water pollution.

All equipment and products must be independent third party tested and labeled (UL, FM, or CTS) before final connections to Owner services or utilities.

24. 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.

25. 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.

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.

26. MINORITY BUSINESS PARTICIPATION

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority business in total value of work for each State building project.

For construction contracts with a value of less than \$300,000, the Owner has the responsibility to make a good faith effort to solicit minority bids and to attain the goal. The contractor shall include with his bid a completed Identification of HUB Certified/Minority Business Participation form. Contractor shall submit completed Appendix E MBE Documentation for Contract Payments form with final payment request.

For construction contracts with a value of \$300,000 or greater, the contractor shall comply with the document *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts including Identification of Minority Business Participation*, Affidavits A, B, C, and D, and Appendix E. These forms provided herein are hereby incorporated and made a part of this contract.

27. ACCESS TO PERSONS AND RECORDS

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by the Owner in accordance with General Statute 147-64.7. 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 lost 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.

28. GOVERNING LAWS

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. The Contractor shall comply with all applicable federal, State and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

29. 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 projects. In addition to final evaluation, an interim evaluation may be prepared during the progress of project. The owner may request the contractor's comments to evaluate the designer.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer/Owner and shall fully complete all work hereunder within one-hundred twenty (120) consecutive calendar days from the Notice to Proceed. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of two hundred dollars (\$200.00) as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay. 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.

PAYMENTS

Contractor may submit monthly applications for payment. Five percent retainage shall be withheld.

ROOFING GUARANTEE

The following paragraph is hereby added and shall become a part of the Guarantee of the General Conditions of the Contract. The substitution of an equal or longer term manufacturer's warranty in lieu of this requirement will not be accepted.

The Roofing Contractor shall warrant the materials and workmanship of the roofing system against leakage and against defects due to faulty materials, workmanship and contract negligence for a period of two (2) years following acceptance of the project by the Owner.

The Roofing System Manufacturer shall inspect the installation and warrant the materials and workmanship of the roofing system against <u>leakage</u> for a minimum period of ten (10) years following acceptance of the project by the Owner.

The guarantee and warranties with proof of purchase for this project shall be submitted with the invoice for final payment.

WARRANTIES

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 the Owner's permission, leave date of beginning of time of warranty until the Date of Final Acceptance is determined. Warranty periods do not begin at installation or substantial completion. Warranty periods begin at the date of Final Acceptance by the NC State Construction Office. All warranties shall be governed by the laws of the state of North Carolina.

UTILITIES

The Owner will allow use of its water and electrical utility services (but not toilet facilities) for work on this project with connections and extensions by the contractor. The Contractor shall provide, and maintain on a continuous basis, portable temporary toilet facilities as necessary for the use of his workers and coordinate the location with the Owner.

USE OF SITE AND WORK HOURS

Access to the site will be available weekdays during normal dayshift working hours (excluding State Holidays). Any variance from normal must be requested and approved in advance. The Contractor's exact use of the site (including work schedule, project staging, and other site specific work requirements) will be coordinated with and approved by the Owner's Project Administrator and On-Site Contact Person at the preconstruction meeting.

The maintenance yard site shall remain in operation during the performance of the work. The Contractor shall coordinate his activities with the Owner and endeavor to conduct the work so as to cause the least interference with the Owner's operations. The owner in turn will endeavor to cooperate with the Contractor's operations when notified of requirements in advance.

DECORUM ON THE CONSTRUCTION SITE

It is illegal for any person to have firearms (includes bow and arrows and large knives) at the project site, any type of alcoholic beverages, or drugs other than prescribed by a physician.

Everyone at the project site is expected to exhibit proper behavior. Indecent language, graffiti, acts or dress will not be accepted. Anyone in violation of proper behavior will be ejected from the construction site by the proper authorities.

UNIT PRICES

<u>Unit Prices</u> for unknown conditions or amounts of work: Due to concealed or otherwise unknown conditions the existing construction may require some unforeseen repair or replacement in order to be suitable for receiving or completing the new work. Estimated amounts for anticipated items of such work have been listed in the contract for inclusion in the Base Bid, with a **unit price** to adjust the actual amount up or down.

The unit prices quoted shall include all materials, equipment, labor, profit and overhead necessary to fully install and complete the work described. The actual amounts of unit price work performed must be documented by the Contractor, and verified and approved by the Designer.

Any repair or replacement work not covered by unit prices should be minor and anticipated as part of the contractor's responsibility to provide a quality, complete and finished job.

<u>Final Contract Amount:</u> The Contractor agrees that at project completion, the base bid contract sum amount may be adjusted accordingly up or down in order for the final invoice for payment to reflect the actual documented amount of unit price work performed.

PERFORMANCE AND PAYMENT BONDS

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 on the forms bound with these specifications (Forms 307 & 308). An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

SECTION 01 2200 UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Engineer.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

1.05 PAYMENT

A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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. Submittal procedures.

1.02 PROJECT COORDINATION

- A. Project Coordinator: NCDOT.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- F. Make the following types of submittals to Engineer through the Project Coordinator:
 - 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. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice to Proceed.
- B. Attendance Required:
 - 1. Owner.
 - 2. Engineer.
 - 3. Contractor.
 - 4. SCO Monitor.

C. Agenda:

- 1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
- 2. Designation of personnel representing the parties to Contract, Owner and Engineer.
- 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- Scheduling.

3.02 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, and SCO monitor, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to Work.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date established in Notice to Proceed, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 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 Engineer's knowledge as contract administrator or for Owner. No action will be taken.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. 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.
- D. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor'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.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Engineer review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 03 0100 MAINTENANCE OF CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Repair of exposed structural, shrinkage, and settlement cracks.
- B. Resurfacing of concrete surfaces having spalled areas and other damage.
- C. Repair of deteriorated concrete.
- D. Repair of internal concrete reinforcement.
- E. Scope of Work: As indicated on the drawings.

1.02 REFERENCE STANDARDS

- A. ASTM C39/C39M Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2014.
- B. ASTM C881/C881M Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2013.
- C. ASTM C928/C928M Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Material for Concrete Repairs; 2013.
- D. ASTM C1059/C1059M Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2013.
- E. AWS D1.4/D1.4M Structural Welding Code Reinforcing Steel; American Welding Society; 2011.

1.03 SUBMITTALS

A. Product Data: Indicate product standards, physical and chemical characteristics, technical specifications, limitations, maintenance instructions, and general recommendations regarding each material.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with minimum of 3 years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturers' instructions for storage, shelf life limitations, and handling of products.

PART 2 PRODUCTS

2.01 CEMENTITIOUS PATCHING AND REPAIR MATERIALS

- A. Manufacturers:
 - 1. Adhesives Technology Corporation: www.atcepoxy.com.
 - 2. ARDEX Engineered Cements: www.ardexamericas.com.
 - 3. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - 4. Dayton Superior Corporation: www.daytonsuperior.com.
 - 5. Kaufman Products Inc.: www.kaufmanproducts.net.
 - 6. Prospec, an Oldcastle brand: www.prospec.com.
 - 7. The QUIKRETE Companies: www.quikrete.com.
 - 8. SpecChem, LLC: www.specchemllc.com.
 - 9. W.R. Meadows, Inc: www.wrmeadows.com.
- B. Bonding Slurry: Water-based latex admixture complying with ASTM C1059/C1059M, combined with Portland cement and sand in accordance with admixture manufacturer's instructions.
 - 1. Admixture Products:

- a. Dayton Superior Corporation; Acrylic Bonding Agent J40: www.daytonsuperior.com.
- b. The QUIKRETE Companies; QUIKRETE® Concrete Bonding Adhesive: www.quikrete.com.
- c. SpecChem, LLC; Acrylic Bonder: www.specchemllc.com.
- d. W.R. Meadows, Inc.; Acry-lok: www.wrmeadows.com.
- C. Cementitious Repair Mortar, Trowel Grade: One- or two-component, factory-mixed, polymer-modified cementitious mortar.
 - 1. In-place material resistant to freeze/thaw conditions.
 - Mixed with water or latex type bonding agent in proportions as recommended by manufacturer.
 - 3. Dry Material: Complies with ASTM C928/C928M.
 - 4. Integral corrosion inhibitor.
 - 5. Products:
 - a. Adhesives Technology Corporation; HARD-ROC Jet Patch: www.atcepoxy.com.
 - b. Kaufman Products Inc.; Patchwell Deep Light: www.kaufmanproducts.net.
 - c. The QUIKRETE Companies; QUIKRETE® FastSet Repair Mortar: www.quikrete.com.
 - d. Meadow-Crete GPS: www.wrmeadows.com.
- D. Pre-Blended Concrete Mix for Small Projects: Construction-grade Portland cement uniformly blended with aggregates and other approved concrete ingredients, requiring only the addition of water.
 - 1. Compressive Strength: 4000 pounds per square inch, minimum, at 28 days, when tested in accordance with ASTM C39/C39M.
 - Products:
 - a. The QUIKRETE Companies; QUIKRETE® Concrete Mix: www.quikrete.com.
 - b. The QUIKRETE Companies; QUIKRETE® Crack Resistant Concrete Mix: www.quikrete.com.

2.02 EPOXY PATCHING AND REPAIR MATERIALS

- A. Manufacturers:
 - 1. Adhesives Technology Corporation: www.atcepoxy.com.
 - 2. Dayton Superior Corporation: www.daytonsuperior.com.
 - 3. Kaufman Products Inc.: www.kaufmanproducts.net.
 - 4. SpecChem, LLC: www.specchemllc.com.
 - 5. W.R. Meadows, Inc: www.wrmeadows.com.
- B. Epoxy Repair Mortar: Epoxy resin mixed with aggregate and other materials in accordance with manufacturer's instructions for purpose intended; conform to pot life and workability limits.
 - 1. Products:
 - a. Adhesives Technology Corporation; Crackbond LR-321: www.atcepoxy.com.
 - b. Dayton Superior Corporation; Sure Patch: www.daytonsuperior.com.
 - c. Dayton Superior Corporation; Sure Fil J52: www.daytonsuperior.com.
 - d. Dayton Superior Corporation; Sure Seal LV/LM: www.daytonsuperior.com.
 - e. Dayton Superior Corporation; Pro-Flex: www.daytonsuperior.com.
 - f. Kaufman Products Inc.; SurePoxy Mortar, SurePoxy HMLV, or SurePoxy HMLV Class B: www.kaufmanproducts.net.
 - g. The QUIKRETE Companies; QUIKRETE® FastSet Anchoring Epoxy: www.quikrete.com.
 - h. SpecChem, LLC; SpecPoxy 1000, SpecPoxy 2000, SpecPoxy 3000 or SpecPoxy 3000 FS: www.specchemllc.com.
 - i. W.R. Meadows, Inc.; Rezi-Weld Gel Paste, Rezi-Weld Gel Paste State, Rezi-Weld 1000, Rezi-Weld LV, or Rezi-Weld LV State: www.wrmeadows.com.
- C. Epoxy Bonding Adhesive: Non-sag, two-part, 100 percent solids; recommended by manufacturer for purpose and conditions under which used.

- 1. Non-Load-Bearing Applications: ASTM C881/C881M Type I, II, IV, or V, whichever is appropriate to application.
- 2. Load-Bearing Applications: ASTM C881/C881M Type IV or V, whichever is appropriate to application.

2.03 ACCESSORIES

- A. Anchoring Adhesive: Self-leveling or non-sag as applicable.
 - Self-Leveling Polyester-Based Products:
 - 2. Non-Sag Epoxy Products:

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means acceptance of substrate.

3.02 CONCRETE STRUCTURAL MEMBER REPAIR

- A. See the drawings for specific areas to be repaired.
- B. Remove broken and soft concrete at least 1/4 inch deep.
- C. Mechanically cut away damaged portions of reinforcement.
- D. Remove corrosion from steel and clean mechanically.
- E. Repair by welding new bar reinforcement to existing reinforcement using sleeve splices.
 - 1. Perform welding work in accordance with AWS D1.4/D1.4M.
 - 2. Make welded sleeve splices to achieve strength to exceed strength of new reinforcement.
- F. Cover exposed steel reinforcement with epoxy mortar.
- G. Work epoxy mortar into broken surface and build up patch to match original.
- H. Feather edges of repairs flush to sound surface and trowel surface to match surrounding area.

3.03 CONCRETE SURFACE REPAIR USING CEMENTITIOUS MATERIALS

- A. Clean concrete surfaces, cracks, and joints of dirt, laitance, corrosion, and other contamination using method(s) specified above and allow to dry.
- B. Apply coating of bonding agent to entire concrete surface to be repaired.
- C. Fill voids with cementitious mortar flush with surface.
- D. Apply repair mortar by steel trowel to a minimum thickness of 1/4 inch over entire surface, terminating at a vertical change in plane on all sides.
- E. Trowel finish to match adjacent concrete surfaces.

END OF SECTION

SECTION 06 1000 ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Non-structural dimension lumber framing.
- C. Rough opening framing for doors, windows, and roof openings.
- D. Sheathing.
- E. Preservative treated wood materials.

1.02 RELATED REQUIREMENTS

A. Section 06 1753 - Shop-Fabricated Wood Trusses.

1.03 REFERENCE STANDARDS

- A. AFPA (WFCM) Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association; 2012.
- B. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. AWPA U1 Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2012.
- D. PS 1 Structural Plywood; 2009.
- E. PS 2 Performance Standard for Wood-Based Structural-Use Panels; National Institute of Standards and Technology, U.S. Department of Commerce; 2010.
- F. PS 20 American Softwood Lumber Standard; National Institute of Standards and Technology, Department of Commerce; 2010.
- G. SPIB (GR) Grading Rules; Southern Pine Inspection Bureau, Inc.; 2014.

1.04 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: Comply with PS 20 and requirements of specified grading agencies.
 - 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.
 - 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.

2.02 DIMENSION LUMBER

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Stud Framing (2 by 2 through 2 by 6):
 - 1. Species: SPF or SYP.
 - 2. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16):
 - 1. Species: SPF or SYP.

- 2. Grade: No. 2.
- F. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.

2.03 TIMBERS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry (23 percent maximum).
- D. Beams and Posts 5 inches and over in thickness:
 - Species: SPF or SYP.
 - 2. Grade: No. 2.

2.04 CONSTRUCTION PANELS

- A. Roof Sheathing: Oriented strand board wood structural panel; PS 2.
 - 1. Grade: Structural 1 Sheathing.
 - 2. Bond Classification: Exposure 1.
 - 3. Performance Category: 5/8 PERF CAT.
 - 4. Span Rating: 40/20.
 - 5. Edges: Square.
- B. Wall Sheathing: Oriented strand board wood structural panel; PS 2.
 - 1. Grade: Sheathing.
 - 2. Bond Classification: Exposure 1.
 - Performance Category: 1/2 PERF CAT.

2.05 ACCESSORIES

- A. Fasteners and Anchors:
 - Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
- B. Water-Resistive Barrier: Plastic sheet complying with ICC-ES AC38.

2.06 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.
 - 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:

PART 3 EXECUTION

3.01 PREPARATION

A. 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.

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.

- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.
- E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- F. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 - 1. Nail panels to framing; staples are not permitted.
- B. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.
 - Place water-resistive barrier horizontally over wall sheathing, weather lapping edges and ends.

END OF SECTION

SECTION 06 1753

SHOP-FABRICATED WOOD TRUSSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated wood trusses for roof framing.
- B. Bridging, bracing, and anchorage.

1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- B. TPI 1 National Design Standard for Metal Plate Connected Wood Truss Construction; Truss Plate Institute; 2007 and errata (ANSI/TPI 1).
- C. TPI DSB-89 Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses; Truss Plate Institute; 1989.

1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Show truss configurations, sizes, spacing, size and type of plate connectors, cambers, framed openings, bearing and anchor details, and bridging and bracing.
 - 1. Include identification of engineering software used for design.
 - 2. Provide shop drawings stamped or sealed by design engineer.

1.04 QUALITY ASSURANCE

- A. Designer Qualifications: Perform design by or under direct supervision of a Professional Engineer experienced in design of this Work and licensed in North Carolina.
- B. Fabricator Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Handle and erect trusses in accordance with TPI BCSI 1.
- B. Store trusses in vertical position resting on bearing ends.

PART 2 PRODUCTS

2.01 TRUSSES

- A. Wood Trusses: Designed and fabricated in accordance with TPI 1 and TPI DSB-89 to achieve structural requirements indicated.
 - 1. Connectors: Steel plate.

2.02 MATERIALS

- A. Lumber:
 - 1. Moisture Content: Between 7 and 9 percent.
- B. Steel Connectors: Hot-dipped galvanized steel sheet, ASTM A653/A653M Structural Steel (SS) Grade 33/230, with G90/Z275 coating; die stamped with integral teeth; thickness as indicated.
- C. Truss Bridging: Type, size and spacing recommended by truss manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that supports and openings are ready to receive trusses.

3.02 ERECTION

- A. Install trusses in accordance with manufacturer's instructions and TPI DSB-89 and TPI BCSI 1; maintain a copy of each TPI document on site until installation is complete.
- B. Set members level and plumb, in correct position.

- C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure plumb, and in true alignment until completion of erection and installation of permanent bracing.
- D. Do not field cut or alter structural members without approval of Engineer.
- E. Install permanent bridging and bracing.

END OF SECTION

SECTION 07 3113 ASPHALT SHINGLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Asphalt shingle roofing.
- B. Flexible sheet membranes for eave protection, underlayment, and valley protection.
- C. Associated metal flashings and accessories.

1.02 RELATED REQUIREMENTS

A. Section 07 7123 - Manufactured Gutters and Downspouts.

1.03 REFERENCE STANDARDS

- A. ASTM D226/D226M Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2009.
- B. ASTM D1970/D1970M Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2013.
- C. ASTM D3161/D3161M Standard Test Method for Wind-Resistance of Steep Slope Roofing Products (Fan-Induced Method); 2014.
- D. ASTM D3462/D3642M Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced With Mineral Granules; 2010a.
- E. ASTM D4586/D4586M Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012)e1.
- F. ASTM D4869/D4869M Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing; 2005 (Reapproved 2011)e1.
- G. NRCA MS104 The NRCA Steep Roofing Manual; National Roofing Contractors Association; 2001, Fifth Edition, with interim updates.
- H. SMACNA (ASMM) Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating material characteristics.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

A. Perform Work in accordance with the recommendations of NRCA Steep Roofing Manual.

1.06 FIELD CONDITIONS

A. Do not install shingles or eave protection membrane when surface temperatures are below 45 degrees F.

PART 2 PRODUCTS

2.01 SHINGLES

- A. Asphalt Shingles: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D3462/D3642M; Class A fire resistance.
 - 1. Wind Resistance: Class D, when tested in accordance with ASTM D3161/D3161M.
 - 2. Self-sealing type.

2.02 SHEET MATERIALS

A. Eave Protection Membrane: Self-adhering polymer-modified asphalt sheet complying with ASTM D1970/D1970M; 40 mil total thickness; with strippable treated release paper and smooth asphalt top surface.

B. Underlayment: Asphalt-saturated organic roofing felt, unperforated, complying with ASTM D226/D226M, Type II ("No.30").

2.03 ACCESSORIES

- A. Nails: Standard round wire shingle type, of hot-dipped zinc coated steel, 10 wire gage, 0.1019 inch shank diameter, 3/8 inch head diameter, of sufficient length to penetrate through roof sheathing or 3/4 inch into roof sheathing or decking.
- B. Plastic Cement: ASTM D4586/D4568M, asphalt roof cement.

2.04 METAL FLASHINGS

- A. Metal Flashings: Provide sheet metal eave edge, gable edge, ridge, ridge vents, open valley flashing, dormer flashing, and other flashing indicated.
 - 1. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
 - 2. Hem exposed edges of flashings minimum 1/4 inch on underside.
- B. Aluminum Sheet Metal: Prefinished aluminum, 26 gage, 0.017 inch minimum thickness; stucco embossed, PVC coating, color as selected.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions prior to beginning work.
- B. Verify that deck is of sufficient thickness to accept fasteners.
- C. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.02 PREPARATION

- A. Broom clean deck surfaces before installing underlayment or eave protection.
- B. Install eave edge flashings tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 12 inches on center.

3.03 INSTALLATION - EAVE PROTECTION MEMBRANE

- A. Install eave protection membrane from eave edge to minimum 4 ft up-slope beyond interior face of exterior wall.
- B. Install eave protection membrane in accordance with manufacturer's instructions.

3.04 INSTALLATION - UNDERLAYMENT

- A. At Roof Slopes Greater Than 4:12: Install underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum 4 inches. Stagger end laps of each consecutive layer. Nail in place. Weather lap minimum 4 inches over eave protection.
- B. Items projecting through or mounted on roof: Weather lap and seal watertight with plastic cement.

3.05 INSTALLATION - METAL FLASHING AND ACCESSORIES

- A. Install flashings in accordance with NRCA requirements.
- B. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
- C. Secure in place with nails at 12 inches on center. Conceal fastenings.
- D. Items Projecting Through or Mounted on Roofing: Flash and seal weather tight with plastic cement.

3.06 INSTALLATION - SHINGLES

- A. Install shingles in accordance with manufacturer's instructions.
 - Fasten individual shingles using 2 nails per shingle, or as required by code, whichever is greater.
 - Fasten strip shingles using 4 nails per strip, or as required by code, whichever is greater.

- B. Place shingles in straight coursing pattern with 5 inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
- C. Project first course of shingles 3/4 inch beyond fascia boards.
- D. Extend shingles 1/2 inch beyond face of gable edge fascia boards.
- E. Cap hips with individual shingles, maintaining 5 inch weather exposure. Place to avoid exposed nails
- F. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counterflashings.
- G. Complete installation to provide weather tight service.

END OF SECTION

SECTION 07 4646 FIBER CEMENT SIDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wood-fiber cement siding.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 Rough Carpentry: Siding substrate.
- B. Section 06 1000 Rough Carpentry: Water-resistive barrier under siding.

1.03 REFERENCE STANDARDS

A. ASTM C1186 - Standard Specification for Flat Fiber Cement Sheets; 2008 (Reapproved 2012).

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Manufacturer's requirements for related materials to be installed by others.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods, including nail patterns.
- C. Warranty: Submit copy of manufacturer's warranty, made out in Owner's name, showing that it has been registered with manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Store products under waterproof cover and elevated above grade, on a flat surface.

PART 2 PRODUCTS

2.01 SIDING

- A. Lap Siding: Individual horizontal boards made of cement and cellulose fiber formed under high pressure with integral surface texture, complying with ASTM C1186 Type A Grade II; with machined edges, for nail attachment.
 - 1. Style: Standard lap style.
 - 2. Texture: Smooth.
 - 3. Length: 12 ft, nominal.
 - 4. Width (Height): 7-1/2 inches.
 - 5. Thickness: 5/16 inch, nominal.
 - 6. Color: As selected by Engineer from manufacturers standard range of available colors.
 - 7. Warranty: 50 year limited; transferable.
- B. Soffit Panels: Panels made of cement and cellulose fiber formed under high pressure with integral surface texture, complying with ASTM C1186 Type A Grade II; with machined edges, for nail attachment.
 - 1. Texture: Smooth.
 - 2. Length: 96 inches, nominal.
 - 3. Width: 48 inches.
 - 4. Thickness: 5/16 inch, nominal.
 - 5. Finish: Unfinished.
 - 6. Manufacturer: Same as siding.

2.02 ACCESSORIES

- A. Trim: Same material and texture as siding.
- B. Fasteners: Galvanized or corrosion resistant; length as required to penetrate minimum 1-1/4 inch.

C. Sealant: Elastomeric, polyurethane or silyl-terminated polyether/polyurethane, and capable of being painted.

PART 3 EXECUTION

3.01 PREPARATION

- A. Examine substrate and clean and repair as required to eliminate conditions that would be detrimental to proper installation.
- B. Verify that water-resistive barrier has been installed over substrate completely and correctly.
- C. Do not begin until unacceptable conditions have been corrected.
- D. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions and recommendations.
 - 1. Read warranty and comply with all terms necessary to maintain warranty coverage.
 - 2. Use trim details indicated on drawings.
 - 3. Touch up all field cut edges before installing.
 - 4. Pre-drill nail holes if necessary to prevent breakage.
- B. Over Wood and Wood-Composite Sheathing: Fasten siding through sheathing into studs.
- C. Joints in Horizontal Siding: Avoid joints in lap siding except at corners; where joints are inevitable stagger joints between successive courses.
- D. Do not install siding less than 6 inches from surface of ground nor closer than 1 inch to roofs, patios, porches, and other surfaces where water may collect.
- E. After installation, seal all joints except lap joints of lap siding. Seal around all penetrations. Paint all exposed cut edges.

3.03 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 7123

MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-finished aluminum gutters and downspouts.
- B. Precast concrete splash pads.

1.02 REFERENCE STANDARDS

- A. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.

1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.
- C. Product Data: Provide data on prefabricated components.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope to
- B. Prevent contact with materials that could cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pre-Finished Aluminum Sheet: ASTM B209 (ASTM B209M); 0.032 inch thick.
 - 1. Finish: Plain, shop pre-coated with modified silicone coating.
 - 2. Color: As selected from manufacturer's standard colors.

2.02 COMPONENTS

- A. Anchors and Supports: Profiled to suit gutters and downspouts.
- B. Fasteners: Aluminum.

2.03 ACCESSORIES

A. Splash Pads: Precast concrete type, size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.02 PREPARATION

A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Slope gutters 1/8 inch per foot .
- C. Set splash pans under downspouts.

END OF SECTION

SECTION 09 9113 EXTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise 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.

1.02 REFERENCE STANDARDS

- A. ASTM D4442 Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- B. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual; current edition, www.paintinfo.com.

1.03 SUBMITTALS

- A. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd ename!").
 - MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.05 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.

1.06 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. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes from the same manufacturer to the greatest extent possible.

B. Paints:

- 1. Duron, Inc: www.duron.com.
- 2. Glidden Professional, a product of PPG Architectural Coatings: www.gliddenprofessional.com.
- 3. Benjamin Moore & Co: www.benjaminmoore.com.
- 4. PPG Architectural Finishes, Inc: www.ppgaf.com.
- 5. Sherwin-Williams Company: www.sherwin-williams.com.
- C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 - Provide paints and finishes 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 paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Engineer after award of contract.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including cement board, primed wood, and primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
 - 3. Top Coat Sheen:
 - a. Eggshell: MPI gloss level 3; use this sheen at all locations.
 - 4. Primer: As recommended by top coat manufacturer for specific substrate.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to 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 for 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.
- F. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

BID/ACCEPTANCE FORM for: SALT DOME ROOF REPLACEMENT, DURHAM COUNTY

SCO ID# 15-11515-01A

Brief Description: Remove existing and install a new asphalt shingle roof including any flashing, trim, preparation, repair or replacement work, reasonably implied or required for a complete first-class re-roofing job.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the State of North Carolina through the NC Department of Transportation for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the State of North Carolina and the NC Department of Transportation Facilities Design Section for the sum of:

TOTAL BASE BID :		Dollars \$
These unit prices will be applied in dete	all include all cost to provide for as yet uermining cost for additions to or deduction the life of the contract. Note: The Bas	ons from the work after execution of
<u>ITEM</u>	Estimated Amount	<u>Unit Price</u>
Roof Shingles	9,000 SF	\$per/SF
Roof Sheathing	3,264 SF	\$per/SF
Respectively submitted this	day of	20
	(Contractor)	
Federal ID#:	Ву:	
Witness:	Title:(Owner, partner, corp. Address:	Pres. or Vice President)
(Proprietorship or Partnership)		
Attest: (corporation)	Email Address:	
(Printable Corporate Seal)		
By:		License #:
Title:(Corporation.Secretary./Ass't Secretary		
	ry.) uting bid: Addendum No.1 Ad	dendum No.2
ACCEPT	ED by the STATE OF NORTH CAR through the	ROLINA
	NC Department of Transportation	
BY:	(Agency/Institution)	
D1	(Faci	lities Management Division)

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		
named, are held and ficalled the contracting be of which sum well an administrators, and succentrations of the contraction of the contractions of	irmly bound unto the above ody, in the penal sum of the did truly to be made, we lead truly to be made, we lead truly to be made, we lead to be sorted to be made, we lead to be sorted to be sorted to the sum of the sum o	that we, the principal and surety above e named contracting body, hereinafter a amount stated above for the payment bind, ourselves, our heirs, executors, y, firmly by these presents. I IS SUCH, that whereas the principal g body, identified as shown above and well and truly perform and fulfill all the greements of said contract during the sthereof that may be granted by the ety, and during the life of any guaranty I and truly perform and fulfill all the reements of any and all duly authorized e made, notice of which modifications to the to be void; otherwise to remain in full
instrument under their s seal of each corporate	everal seals on the date inc	oounden parties have executed this dicated above, the name and corporate and these presents duly signed by its fits governing body.
Executed in		counterparts.

Witness:	Con	tractor: (Trade or Corporate Name)
(Proprietorship or Partnership)		
Attest: (Corporation)	Title: _	(Owner, Partner, or Corp. Pres. or Vice Pres. only)
Ву:		
Title: (Corp. Sec. or Asst. Sec only)		
(Corporate Seal)		
		(Surety Company)
Witness:	Ву:	
	Title:	(Attorney in Fact)
		(Attorney in Fact)
Countersigned:		
		(Surety Corporate Seal)
(N.C. Licensed Resident Agent)		
Name and Address-Surety Agency		
Surety Company Name and N.C. Regional or Branch Office Address		

FORM OF PAYMENT BOND

Date of Contract:		
Date of Execution: Name of Principal (Contractor)		
Name of Surety:		
Name of Contracting Body:		
Amount of Bond:		
Project _		
sum well and truly to be successors, jointly and s	e made, we bind ourselves, our heverally, firmly by these presents. I OF THIS OBLIGATION IS SUCH	ted above for the payment of which leirs, executors, administrators, and that whereas the principal entered is shown above and hereto attached:
supplying labor/material and all duly authorized	in the prosecution of the work pro modifications of said contract that he surety being hereby waived, then	otly make payment to all persons ovided for in said contract, and any t may hereafter be made, notice of n this obligation to be void; otherwise
under their several seal corporate party being	s on the date indicated above, the	rties have executed this instrument e name and corporate seal of each ts duly signed by its undersigned
Executed in		counterparts .

		•	

Witness:	
	Contractor: (Trade or Corporate Name)
(Proprietorship or Partnership)	Ву:
(Proprietorship of Parthership)	
Attest: (Corporation)	Title: (Owner, Partner, or Corp. Pres. or Vice Pres. only)
Ву:	
Title:	
(Corp. Sec. or Asst. Sec only)	
(Corporate Seal)	
	(Surety Company)
Witness:	By:
	Title:(Attorney in Fact)
	(Attorney in Fact)
Countersigned:	
	(Surety Corporate Seal)
(N.C. Licensed Resident Agent)	
Name and Address-Surety Agency	
Surety Company Name and N.C. Regional or Branch Office Address	

STATE OF NORTH CAROLINA COUNTY SALES AND USE TAX REPORT SUMMARY TOTALS AND CERTIFICATION

Page 1 of	FOR PERIOD:	DR TOTAL FOR TOTAL FOR TOTAL FOR TOTAL TOTAL TOTAL TOTAL				I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.		Signed		Print or Type Name of Above	·HLON
		TOTAL FOR TOTAL FOR COUNTY OF:				iclude any tax paid on ials, supplies, fixtures a f my knowledge, the in		, 20			
		TOTAL FOR COUNTY OF:	*(S)*		* Attach subcontractor(s) report(s) ** Must balance with Detail Sheet(s)	bove figures do not ir those building mater tify that, to the best c	Sworn to and subscribed before me,	day of	Notary Public	Expires:	
CONTRACTOR:	PROJECT:		CONTRACTOR SUBCONTRACTOR(S)*	COUNTY TOTAL	* Attach subcontractor(s) report(s)** Must balance with Detail Sheet(s)	I certify that the a and only includes or structure. I cer	Sworn to and sub	This the		My Commission Expires:	_

	4	

STATE OF NORTH CAROLINA SALES AND USE TAX REPORT DETAIL

2 of			COUNTY OF SALE *							-					
Page			COUNTY TAX PAID	\$,								\$
			INVOICE TOTAL	\$	·										TOTAL:
	FOR PERIOD:		TYPE OF PROPERTY												
			INVOICE												
			VENDOR NAME												
CONTRACTOR:	SUBCONTRACTOR	PROJECT:	PURCHASE DATE				-								

^{*} If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Archited Address & Phone:				
Project Name:				
Pay Application #:				
The following is a list of prentioned period.	payments made to	Minority Business	Enterprises on this p	oject for the abo
MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED
Minority categories: American Indian (I), I				
Oate:	_ Approved/Ce	rtified By:		ame
			Т	itle
			Sig	nature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT



PROJECT APPROVAL AUTHORIZATION FINAL INSPECTION FOR OWNER OCCUPANCY:

Project: DURHAM COUNTY SALT DOME REROOF		
SCO Identification Number: 15-11515-01A Contract C	ompletion	Date:
Project Owning Agency: NC Department of Transportation, Div	ision 5	
Owning Agency's Requester: NCDOT Facility Design Unit	Date: _	
Designer's Statement:		
Facility Design Unit owner and the State Construction Office that the proj and field inspected to assure that construction meets for final inspection to allow occupancy by the owning	ect has be contract	en evaluated
Designer's Represe Project Description: Repairs and reroof of the existing salt do		gnature
BACK-UP DATA: CONTRACTORS' APPROVAL DOCUMENTS	<u>.</u>	
Contractor's statement of completion with request for designer's inspection:	Date	N/A 🗌
Designer's Pre-final Punch List Inspection with copies provided to the Owning Agency and State Construction Office:	Date	N/A 🗌
Designer provides the Owning Agency and the State Construction Office verification the punchlist has been completed:	Date	N/A 🗌
Scheduled Final Inspection by designer accompanied by the Owning Agency and the State Construction Office	Date	N/A 🗌
SCO Electrical Inspection (Certificate of Electrical Completion):	Date	N/A 🗌

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North Carolina State Construction Office

Certificate of Occupancy by Local Authority Having Jurisdiction: (Community College)	Date	N/A 💢
Installer's Fire Alarm System Record of		
Completion (Certification) as required by NFPA 72:	Date	N/A 💢
Installer's Sprinkler System Record of Material and Test Reports as required by:		
NFPA 13-(Sprinkler Systems) NFPA 14-(Standpipe and Hose Systems) NFPA 20-(Centrifugal Fire Pumps) NFPA 22-(Water Tanks for Private Fire Protection) NFPA 24-(Private Fire Service Mains) Other: SCO Approval Letter Sprinkler System	Date Date Date Date Date Date Date Date	N/A X N/A X N/A X N/A X N/A X
Designer's Inspection to Assure Life Safety Construction involving Fire Protection Systems (Fire Alarm, Sprinkler, etc.), egress, fire rated walls and egress travel distances are constructed in accordance with contract		
documents:	Date	
Dept. of Labor Approval for Elevator:	Date	
Dept. of Labor Approval for Boiler & Pressure Vessels:	Date	N/A 🛚
Engr's. Verification Letter Fire Damper Operation	Date	N/A X
Health Dept. Inspection and Acceptance for Use:	Date	N/A X
Domestic Water Test Report and Acceptance for Use:	Date	N/A 🛚
Laboratory Hood Certification:	Date	N/A 🛚
Engineer's Approval of Test & Balance Report (TAB)	Date	N/A 🛚
Engineer's Approval Battery Powered Emer. Devices	Date	N/A 🛚
Engineer's Approval Emergency Generator Load Test	Date	N/A 🛚
Engineer's Approval Electrical Svc Grnd Test Rpt	Date	N/A
Backflow Preventer Certification	Date	N/A 🛚
Engineer's Approval Stair/Ramp Survey	Date	
Engineer's Approval Site Survey (DENR)	Date	
Metal Building Manufacturer's Warranty	Date	
Roofing Manufacturer's Warranty	Date	
Commissioning Engineer's Approval	Date	
Lightning Protection III. Master Label	Date	



State Construction Office

Special Inspector's Final	L Report/Resolut	cions	Date	N/A 💢
Dept. of Agriculture Appr	roval for Fuel T	anks:	Date	N/A 💢
Owner's Assumption of Res Maintenance, Heat, Utilit	sponsibility for		,	
Insurance. Comments:			Date	N/A L
Established Date for Guar Comments:	cantees and Warr		Date	N/A 🗌
Cancellation of Contractor Public Liability, Propert				_
Risk)			Date	N/A
Docionaria America	Dato.	Signaturo:		
Designer's Approval:	Date:	Signature: _		
SCO Approval:	Date:	Signature:		

SCO (Rev. 02/25/10)

		Owner					
		Designer					
CONSENT OF SURETY		Contractor	☐ SCO ID #				
COMPANY TO FINAL		Surety					
PAYMENT For Use with State of North Carolina	Projects	Other					
PROJECT Name & Location:	<u>-</u>						
TO: (OWNER)							
	CONT	RACT FOR:					
	CONT	RACT DATE:					
CONTRACTOR:							
In accordance with the provisindicated above, the (here inset name		f surety company					
on bond of (here insert name and address of contractor) CONTRACTOR							
hereby approves of the final payment contractor shall not relieve the surety address of owner)							
			OWNER				
as set forth in said surety company's	bond.						
IN WITNESS WHEREOF, the surety company has hereunto se	t its hand this	day of	, 20				
	Surety Compar	ny	· · · · · · · · · · · · · · · · · · ·				
	Signature of Au Representative						
Attest:	Title						
(Visible Seal):							

SECTION 316

	Owner Designer	
CONTRACTOR'S	Contractor	CodeItem
AFFIDAVIT OF	Surety	
RELEASE OF LIENS	Other	
For Use with State of North Carolina Proj	ects	
TO: (OWNER)	- CONTF	RACT FOR:
	CONTF	RACT DATE:
SCO PROJECT ID:		
PROJECT INFORMATION: (Name & Location)		
State of:	-	
County of:		
that to the best of his knowledge, inform hereto include the contractor, all subco	nation and be ntractors, all o have or ma	neral Conditions of the Contract, hereby certifies elief, the Releases or Waivers of Lien attached suppliers of materials and equipment, and all ay have liens against any property of the owner ontract referenced above.
SUPPORTING DOCUMENTS	CONTRACT	ΓOR:
ATTACHED HERETO:	Address:	
	Ву	
	Subscribed this	and sworn to before me day of , 20
	Signature N	otary Public:
	Printed Nan	ne of Notary Public:

My Commission Expires:

	Owner				
	Designer				
CONTRACTOR'S	Contractor	Code	Item	_	
AFFIDAVIT OF PAYMENT	Surety				
OF DEBTS AND CLAIMS	Other				
For Use with State of North Carolina Projects					
TO (OWNER)	CONTRAC	CONTRACT FOR:			
	CONTRAC	NTRACT DATE:			
PROJECT INFORMATION: Name & Location: State of: County of: The undersigned, pursuant to Article 36 that, he has paid in full or has otherwise furnished, for all work, labor and services against the contractor for damages arising contract referenced above for which the ow SUPPORTING DOCUMENTS ATTACHED 1. Consent of Surety to Final Payment. W Indicate attachment: (yes) (no). The following supporting documents sowner: a. Contractor's Release or Waiver of L b. Separate Releases or Waivers of suppliers to the extent required by the contractor's Affidavit of Release of	e satisfied all sperformed, a in any manne reproperties of the properties of the satisfied all specifies of the satisfied all specifies of the satisfies of the	obligations for a and for all known ar in connection perty might in an analysis involved, Control to the and the analysis in t	all materials and indebtedness with the perform y way be held reconsent of Surety equired by the and material an	d equipment and claims nance of the esponsible. v is required.	
CONTRACTOR: Address:					
By: Subscribed and sworn to before me this	day of	20			
Signature of Notary Public:					
Printed Name of Notary Public:					
My Commission Expires:					