

**PROJECT MANUAL**

**FOR**



**WILLOW SPRINGS ELEMENTARY SCHOOL  
TRACK REPAVING**

**6800 Dwight Rowland Rd  
Willow Spring, NC 27592**

**June 2, 2022**

**Prepared by:**



NC ENGINEERING LICENSE NO. C-1652

**TIMMONS GROUP**  
5410 Trinity Road, Suite 102  
Raleigh, NC 27607  
Phone: 919.866.4951  
Fax: 919.859.5663

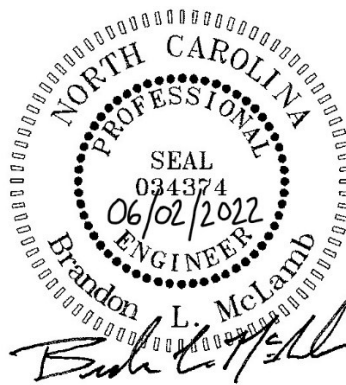
Timmons Project No. 50354

**SECTION 00107**

**SEALS PAGE**

**1. DESIGN PROFESSIONALS OF RECORD**

A. CIVIL ENGINEER    Brandon McLamb  
License No. 034374



**END OF SECTION 00107**

**SECTION 00110**

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**06/02/2022**

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## NOTICE TO BIDDERS

Sealed proposals will be received by Wake County Procurement Services, in Suite 2900, Wake County Justice Center, 301 McDowell Street, Raleigh, NC 27601, up to 4:00 p.m., June 21<sup>st</sup>, 2022, and immediately thereafter publicly opened and read for providing labor, material and equipment entering into the construction of **Willow Springs Elementary School Track Repaving**, located in Willow Springs, NC. An electronic copy of the contract documents (PDF) may be obtained for free from **Accent Imaging** through their plan room at <https://www.planscope.com/>. **Printed copies may be purchased from Accent Imaging by contacting Brent Johnson at [digital@accentimaging.com](mailto:digital@accentimaging.com)** or may be ordered through the online plan room. Complete contract documents will also be open for inspection in the offices of the **Timmons Group**.

Wake County provides minorities and women equal opportunity to participate in all aspects of its construction program consistent with NCGS §143-8. Bidders shall comply with the requirements of the Wake County Minority Business Enterprise Program, as outlined in Section 005000 of the Project Manual.

No bid may be withdrawn for sixty (60) days after the scheduled closing time for bids.

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

Signed: COUNTY OF WAKE

By: **Thomas Covington, PE**  
Facilities Design & Construction

DESIGNER: Civil Engineer – Timmons Group

**SECTION 00210**  
**INVITATION TO BID**

Hard copy of informal bids will be received by County of Wake at the Wake County Justice Center, 301 S McDowell Street, Room 2900 in Raleigh, NC 27601, Attn: Thomas Covington, until **4:00 p.m. Tuesday, June 21<sup>st</sup>, 2022** at which time they will be publicly opened and read for the Willow Springs Elementary School Track Repaving at **6800 Dwight Rowland Rd Willow Spring, NC 27592**

Project documents may be obtained electronically for free from Accent Imaging's Plan Room at <https://www.planscope.com/>. Hard copies are available by contacting Accent Imaging or purchasing through their online plan room.

A Pre-bid conference will be held at **10:00 am on Thursday, June 9<sup>th</sup>, 2022.** We will meet at Willow Springs Elementary School Bus Lot at **6800 Dwight Rowland Rd Willow Spring, NC 27592.** Attendance is encouraged but not mandatory.

Wake County provides minorities and women equal opportunity to participate in all aspects of its construction program consistent with North Carolina Law.

No bid may be withdrawn for sixty (60) days after the scheduled closing time for bids.

Wake County reserves the right to reject any or all bids and to waive informalities and irregularities.

Bids may be mailed\* or hand delivered to the attention of:

Ty Stephens  
Wake County Finance Department  
301 S. McDowell Street  
Raleigh, NC 27601

**\*If mailed, the sealed envelope shall be placed in another envelope addressed to Wake County with notation "SEALED BID ENCLOSED" on the face of the envelope.**

**END OF SECTION**

**002100**

## **INSTRUCTIONS TO BIDDERS INFORMAL CONSTRUCTION CONTRACTS**

For a Proposal to be considered, it must be in accordance with the following instructions:

### **1. PROPOSALS**

Proposals must be made on the Bid Proposal Forms provided herein, and all blank spaces for Bids, Alternates and Unit Prices, applicable to bidder's work, shall be properly filled in. When requested Alternates are not Bid, the Proposal may be considered non responsive. The Bidders agree that Bids submitted on the specified Bid Proposal Forms, which are detached from specifications, will be considered and will have the same force and effect as if attached thereto. Numbers shall be stated both in writing and in figures for the Base Bids and Alternates.

Any modification to the Form of Proposal (including Alternates and/or Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

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

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person.
- B. If the documents are executed by a Partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary. In either case the title of the office of such person shall appear after their signatures. The seal of the Corporation shall be impressed on each signature page of the documents.
- D. If the Proposal is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
- E. All signatures shall be properly witnessed.
- F. Proposal shall be addressed as indicated in the Advertisement for Bids and shall be delivered enclosed in an opaque sealed envelope, marked "Proposal" and bearing the name of Project, name and address of the Bidder, the Bidder's license number and, if applicable, the designated portion of the Work for which Bid is submitted.
- G. It shall be the specific responsibility of the Bidder to deliver this Bid to the proper official at the appointed place and prior to the announced time for the opening of Bids. Later delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.

- H. Modifications of previously deposited Bids or requests for withdrawal will be acceptable only if delivered in writing to the place of the Bid opening prior to the time for opening Bids.
- I. Unit Prices quoted in the Proposal shall include overhead and profit and shall be the full compensation for the Contractor's cost involved in the work.

## 2. EXAMINATION OF CONDITIONS

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

Reference is made to the Contract Documents for the identification of those surveys and investigative reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the work which have been relied upon by the Licensed Professional who prepared the documents. Copies of all such surveys and reports are available to the Bidders, upon request. All Bidders are responsible for reviewing these documents prior to submission of their Bid Proposal.

Each Bidder may, at his own expense, make such additional surveys and investigations, as he may deem necessary to determine his Bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the Owner. The Owner will honor any reasonable request for access to the site.

## 3. SUBSTITUTIONS

Material substitutions will be considered during the bidding phase until seven (7) days prior to the receipt of bids. No substitutions will be considered after seven (7) days prior to the receipt of Bids.



For proposed material substitutions submit the following information to the Licensed Professional who prepared the bidding documents:

- Name of manufacturer
- Address of manufacturer
- Phone number of manufacturer
- Trade name
- Model or catalogue designation
- Manufacturer's data including:
  - Performance and test data
  - Reference standards
  - Detailed comparison with specified product including:
    - Performance
    - Test results
    - Warranties
    - Gauge, thickness or strength or material finish
    - Other pertinent data
- Other information requested by the Licensed Professional who prepared the bidding documents

Submittals relating to substitutions, which are not fully complete by seven (7) days prior to the receipt of bids, will not be reviewed.

If the Licensed Professional who prepared the bidding documents accepts a material substitution, Contractors will be notified by Addendum.

#### 4. ADDENDA

Any Addenda to bidding documents issued during the time of bidding will be sent to each Bidder, and are to be considered covered in the Bid Proposal. It is the Contractor's responsibility to ascertain prior to Bid time, which Addenda have been issued and confirm that his Bid Proposal includes any changes covered by the Addenda.

Should the Bidder find discrepancies in, or omissions from, the drawings or documents or should he be in doubt as to their meaning, he shall at once notify the Licensed Professional who prepared said drawings or documents. Neither the Owner nor the Licensed Professional who prepared the bidding documents will be responsible for any oral instructions.

The Bidder on his Bid Proposal shall acknowledge all Addenda. Failure to do so may disqualify the Bid and may cause the Bid to be rejected.

#### 5. BID SECURITY

Each Proposal shall be accompanied by a cash deposit, or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, or a Bid Bond in an amount equal to not less than five percent (5%) of the Proposal. Said deposit to be retained by the Owner (referred to as

Obligee on the Bond Form) as liquidated damages in event of failure of the successful Bidder to execute the Contract within ten (10) days after the award or to give satisfactory Surety as required by law.

The Bid Bond shall be conditioned that the surety will, upon demand, forthwith make payment to the Owner (referred to as Obligee on the Bond Form) upon the said bond if the Bidder fails to execute the contract.

A Wake County Bid Bond form is included in the project manual. The language in the Bid Bond form is required. Your Bid may be considered non-responsive if your Surety uses a different Bid Bond form. Notify your Surety that the language in the Wake County Bid Bond form must be used.

## 6. RECEIPT OF BIDS

Bids and Bid Security shall be received in strict accordance with requirements of the North Carolina General Statutes. Prior to opening of any Bids on the Project, the Bidder will be permitted to change or withdraw his Bid as allowed by Item 1-H of these Instructions.

All copies of the Bid, the Bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and should be identified with the Project name, time and date of Bid Opening, the Bidder's name and address, Bidder's license number and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

## 7. OPENING OF BIDS

Upon opening, all Bids shall be read aloud. Once any Bid is opened, no Bids may be returned by the Owner to any Bidder.

A Bidder may withdraw its formal Bid after the Bids are opened without forfeiting its Bid deposit in certain limited circumstances. Withdrawal after opening is permitted only if all of the following conditions specified in North Carolina General Statutes §143-129.1 are met:

- A. The Bid was submitted in good faith.
- B. The price Bid "was based upon a mistake, which constituted a substantial error".
- C. Credible evidence is submitted showing that the error (1) was clerical nature as opposed to a judgment error, and (2) was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid.
- D. The error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents or materials used in the preparation of the Bid.

- E. The request to withdraw (1) is made in writing to the public agency that invited the Proposals, and (2) is made prior to the award of the Contract, but not later than seventy-two (72) hours after the opening of Bids.

## 8. REJECTION OF BIDS

The Owner reserves the unqualified right to reject any and all Bids. Reasons for rejection may include, but shall not be limited to, the following:

- A. If the Form of Proposal furnished to the Bidder is not used or is altered.
- B. If the Bidder fails to insert a price for all Bid items, Alternates and Unit Prices requested.
- C. If the Bidder adds any provisions reserving the right to accept or reject any award.
- D. If there are unauthorized additions or conditional Bids, or irregularities of any kind which tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- E. If the Bidder fails to complete the Proposal forms where information is requested so the Bid may be properly evaluated by the Owner.
- F. If the Unit Prices contained in the Bid Schedule are unacceptable to the Owner.
- G. If the Bidder fails to comply with other instructions stated herein.

## 9. BID EVALUATION

The award of the Contract will be made to the lowest responsible Bidder as soon as practical. Should the successful Bidder default and fail to execute a Contract, the Contract may be awarded to the next lowest and responsible Bidder.

Before awarding a Contract, the Owner may require the apparent low Bidder to qualify himself to be a responsible Bidder by furnishing any or all of the following data:

- A. The latest financial statement showing assets and liabilities of the company or other information satisfactory to the Owner.
- B. A listing of similar completed projects of similar size, with contact persons and telephone numbers.
- C. Permanent name and address of place of business.
- D. The number of regular employees of the organization and length of time the organization has been in business under present name and percentage of work typically performed by the contractor's firm.

- (1) Qualifications of key employees assigned to this Project.

- (2) References for key employees assigned to this Project.
- E. The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
- F. The names of members of the firm who hold appropriate trade licenses, together with license numbers.
- G. Complete list of all subcontractors and suppliers proposed.
- H. Any pending arbitration or mediation cases or lawsuits. This may include all arbitration, mediation and lawsuits settled or resolved within last ten (10) years.

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

In determining the lowest responsible Bidder, the Owner may consider the past performance of the Bidder on construction contracts for the County of Wake, Wake County Public School System, the State of North Carolina or other governmental agencies. Particular concern will be given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Designer and Owner.

Should the Owner adjudge that the apparent low Bidder is not the lowest "responsible" Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid Security shall be returned to him.

The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

The Owner reserves the right to reject any and all Bids, to waive all technicalities and irregularities, and to make the award as considered to be in the best interest of the Owner.

#### 10. PERFORMANCE BOND

The successful Bidder, upon award of Contract, shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price.

#### 11. PAYMENT BOND

The successful Bidder, upon award of Contract, shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price.

#### 12. PRE-BID CONFERENCE

Bidders are requested to attend a Pre-Bid Conference at the time and place stipulated in the Bidding Documents.

13. PROPOSALS TO BE BID

Single Prime Construction Work

14. INFORMATION TO BIDDER

All questions concerning the plans and specifications should be directed to the Licensed Professional who prepared said documents.

**WILLOW SPRINGS ELEMENTARY SCHOOL TRACK REPAVING**

**BID PROPOSAL FORM**  
SINGLE PRIME CONSTRUCTION WORK  
INFORMAL CONTRACT

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the Contract Documents relative thereto, including addenda, if any, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this Proposal is accepted to contract with the County of Wake with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

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

Should any of the alternates as described in the specifications be accepted, the amount written below shall be the amount to "add to" of "deduct from" the Base Bid. If to be "deducted from" Base Bid, put minus sign (-) in parentheses at head of alternate and plus sign (+) in parentheses if to be added. Refer to Section **01 23 00** for description of alternates.

Alternate No. 1 \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Alternate No. 2 \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of Wake County and shall fully complete all work there under within **35** consecutive calendar days from and including said date. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The undersigned acknowledges receipt of the following addenda issued during the time of bidding and includes the changes therein in this Proposal:

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_, Dated \_\_\_\_\_

The undersigned agrees that this Proposal will not be withdrawn for a period of sixty (60) days.

The undersigned agrees to ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

The undersigned further agrees that in the case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Firm or Corporation making Bid)

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

WITNESS:

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



Affix Corporate Seal Above

Title: \_\_\_\_\_  
(Owner, Partner, or Corporation President  
or Vice President Only)

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

\_\_\_\_\_

License Number: \_\_\_\_\_

ATTEST:

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

Title: \_\_\_\_\_  
(Corporation Secretary or Assistant Secretary Only)



**Wake County FORM MBE-6 (2002)****CERTIFICATION of Actual Work Performed by Minority Businesses**

**NOTE: THIS FORM IS TO BE SUBMITTED PRIOR TO FINAL PAYMENT BEING DUE THE CONTRACTOR**

Affidavit of \_\_\_\_\_  
(Contractor Name)

Willow Springs Elementary School Track Repaving  
\_\_\_\_\_  
(Project Name)

Project ID# \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

I do hereby certify that \_\_\_\_\_ % of the total dollar amount of the contract was performed with minority business. Such work was subcontracted to the firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

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

The undersigned hereby certifies that above information is correct to the best of his/her knowledge, information and belief.

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

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

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



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

SECTION 00600  
CONSTRUCTION AGREEMENT  
  
FOR

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THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a corporation, hereinafter called the Contractor, and Wake County, a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter called the Owner.

W I T N E S S E T H:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish and deliver all of the materials, and perform all of the work required by this Agreement and the following enumerated documents, which are attached hereto and made a part hereof as if fully contained herein: General Conditions, Supplemental Conditions, Contract Construction Schedule, Specifications, Drawings entitled "\_\_\_\_\_" which Drawings are listed in the Specifications, Performance Bond, Labor and Material Payment Bond, Insurance Certificates, and the following addenda:

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_

Dated \_\_\_\_\_

All of the documents listed, referenced or described in this paragraph, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials and completed construction required by the Contract Documents and all parts thereof is the Work. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents. The Contract Documents constitute the entire agreement between Owner and Contractor.

2. The Contractor agrees to commence work not later than three (3) days after the commencement date specified in the Notice to Proceed. The Contractor agrees to complete fully all Work hereunder on the dates specified in the Contract Documents, as may be adjusted in accordance with the terms thereof. Time is of the essence with

respect to all dates specified in the Contract Documents as Completion Dates. Liquidated damages for failure(s) to complete in accordance with the provisions of this paragraph shall be computed and assessed against the Contractor in accordance with the Contract Documents.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work, for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the lawful money of the United States, subject to adjustments as provided for in the Contract Documents. Payment of the Contract Price shall be in accordance with Articles 20 and 21 of the General Conditions.

4. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the Performance Bond and Labor and Material Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds or either of them cease to be adequate to cover the performance of and payment for the Work, the Contractor shall, at its expense, within five (5) days after notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of or payment for the Work shall be furnished in a manner and form satisfactory to the Owner.

5. Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.

6. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

7. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with N.C.G.S. Chapter 64, Article 2 (N.C.G.S. 64-26(a)) relating to the E-Verify requirements.

8. By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran

Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

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

### **CONSTRUCTION AGREEMENT**

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

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

Title: \_\_\_\_\_  
(President)

ATTEST: (CORPORATION)

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

Title: \_\_\_\_\_  
(Corporate Secretary)

(CORPORATE SEAL)

WITNESS:

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

WAKE COUNTY  
P. O. Box 550  
Raleigh, N.C. 27602

---

Johnna Rogers  
Deputy County Manager

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

---

Wake County Finance Director

This instrument has been reviewed by Wake County Facilities, Design & Construction

---

Mark Forestieri  
Director, Facilities Design & Construction

This instrument is approved as to Form.

---

Scott W. Warren  
Wake County Attorney

The person responsible for monitoring the contract performance requirements is

\_\_\_\_\_ . \_\_\_\_\_ Department Head Initials

PAYMENT BOND

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

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

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

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

Name of Contracting Body: County of Wake  
P.O. Box 550  
Raleigh, N.C. 27602

Amount of Bond: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_)

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Owner identified as shown above and hereto attached:

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

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

PAYMENT BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

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

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

(Corporation President or  
Vice President Only)

ATTEST: (Corporation)

\_\_\_\_\_  
(Corporation Secretary or Assistant  
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

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

\_\_\_\_\_  
(Attorney in Fact)

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

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

PERFORMANCE BOND

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

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

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

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

Name of Contracting Body: County of Wake  
P.O. Box 550  
Raleigh, N.C. 27602

Amount of Bond: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_)

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached:

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

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



PERFORMANCE BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

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

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

(Corporation President or  
Vice President Only)

ATTEST: (Corporation)

\_\_\_\_\_  
(Corporation Secretary or Assistant  
Secretary Only)

(CORPORATE SEAL)

SURETY COMPANY:

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

\_\_\_\_\_  
(Attorney in Fact)

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

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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



SECTION 00700  
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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### ARTICLE 1.

### DEFINITIONS

- 1.1 Agreement - The Construction Agreement, these General Conditions, and any Supplementary Conditions.
- 1.2 AIA - The American Institute of Architects.
- 1.3 ASTM - The American Society for Testing and Materials.
- 1.4 Beneficial Occupancy – The point at which the Project can be occupied by the Owner for its intended purpose, upon achievement of Substantial Completion, as defined in 1.40.
- 1.5 Change Order - A written order to the Contractor signed by the Owner and the Designer authorizing an addition, deletion, or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Time issued after execution of the Construction Agreement. See paragraph 14.1.
- 1.6 Completion Date - Those dates identified as Completion Dates in the Contract Construction Schedule or elsewhere in the Contract Documents.
- 1.7 Construction Agreement – The document executed by the Contractor and the Owner to formally memorialize their consent to the terms of the Agreement.
- 1.8 Construction Change Directive – A written order to the Contractor signed by the Owner and the Designer directing an addition, deletion, or revision in the Work after execution of the Construction Agreement, in circumstances when the parties have been unable to agree on an adjustment to the Contract Price or the Contract Time, but the Owner requests that the Contractor proceed with said Work subject to adjustment of the Contract Price and/or Contract Time under the procedures described herein.
- 1.9 Construction Manager(s) - The person or firm designated as the Construction Manager in the Contract Documents, or their authorized representatives. The Construction Manager(s), as referred to herein, will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.10 Contract Construction Schedule - That schedule described in Article 13 hereof and identified as the Contract Construction Schedule.
- 1.11 Contract Documents - All of the documents that make up the Agreement, plus the Drawings and Specifications that describe the scope of the Work, plus allowable Modifications to the Contract Documents.
- 1.12 Contract Price - The total monies payable to the Contractor under the Contract Documents pursuant to paragraph 15.1 of the Agreement.
- 1.13 Contract Time - The number of calendar days stated in, or computed from, the Contract Documents for the completion of the Work, or any portion thereof. See, particularly, Article 13 hereof and the Contract Construction Schedule. Time of completion as specified therein is of the essence. The time used and referred to on the Project will be that time which is



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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observed in Raleigh, North Carolina, being Eastern Daylight Savings Time (EDT), Eastern Standard Time (EST), or other as designated by the Designer.

- 1.14 Contractor - The Contractor shall be that party identified as such in the Agreement.
- 1.15 Days - Unless otherwise indicated, the term "days" shall mean consecutive calendar days.
- 1.16 Daylight Hours - The hours or portions of hours between sunrise and sunset local time.
- 1.17 Designer(s) – The person or firm designated as the Designer in the Contract Documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect, landscape architect, and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.18 Drawings - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, and generally including plans, elevations, sections, details, schedules and diagrams. A list of the Drawings is contained in the Supplemental General Conditions.
- 1.19 Field Order - A written order issued by the Designer which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with the Contract Documents. See paragraph 14.2.
- 1.20 Final Completion - The point at which the Contractor has, as determined by the Designer, completed the Work, with the exception of guaranty and warranty obligations, and becomes entitled, upon the recommendation of the Designer and determination by the Owner, to final payment.
- 1.21 The words "furnish," "furnish and install," "install," and "provide" or words with similar meanings shall be interpreted, unless otherwise stated, to mean furnish and install complete, in place and ready for service.
- 1.22 Liquidated Damages – See paragraph 13.18 of these General Conditions.
- 1.23 Modification - (A) a written amendment to the Contract Documents signed by the Owner and the Contractor and identified therein as such, (B) a Change Order, (C) Construction Change Directive, or (D) a Field Order. A Modification may only be issued after execution of the Agreement.
- 1.24 Notice of Award - The written notice by the Owner to the Contractor that the Contractor is the successful Bidder and that upon compliance with the conditions precedent to be fulfilled by the Contractor within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.25 Notice to Proceed - See paragraph 13.3.
- 1.26 Owner - The Owner is the person designated as such in the Agreement.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 1.27 Owner's Authorized Representative - A person, or persons, employed by the Owner and designated from time to time by written notice to the Contractor to administer the Contract Documents, and to observe and monitor the Work on behalf of the Owner with authority and responsibility as herein specified.
- 1.28 Notice - The term "notice" or "written notice" as used herein shall mean and include all written notices, demands, instructions, and claims approvals and disapprovals furnished by the Owner or the Designer to obtain compliance with the requirements of the Contract Documents, as well as all written notices, demands, instructions and claims furnished by the Contractor as required by the Contract Documents. Where notice is required under the terms of the Contract Documents written notice shall always be required, and oral or "constructive" notice shall be insufficient and ineffective as notice. Email or other electronic delivery shall be insufficient and ineffective as notice unless specifically allowed by the Supplementary Conditions or a Modification to the Agreement. Written notice shall be deemed to have been duly served on the date that it is delivered in person to the individual or to a member of the firm, to an officer of the corporation for whom it is intended, to an authorized representative of such individual, firm, or corporation, or on the date that it is mailed by registered or certified mail, return receipt requested, addressed to the last business address of such individual, firm, or corporation known to the person giving the notice. Written notice may also be given by facsimile transmission, provided that proof of delivery is obtained. In the case of delivery in person, such delivery shall not be effective unless and until a written and signed receipt showing the date and time of delivery is obtained.
- 1.29 Project - The total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.30 Project Expediter – As used herein, is an entity stated in the Contract Documents, designated to effectively facilitate scheduling and coordination of Work activities. For the purpose of a single prime contract, the single prime contractor is designated as the Project Expediter. For the purpose of a project involving separate prime contracts, the Contractor for general work shall be designated as the Project Expediter unless otherwise indicated in the Supplementary General Conditions. See paragraph 7.27.
- 1.31 Project Manager - That person designated by the Contractor in accordance with paragraph 7.2 who shall be in general charge of the Work and its performance and who shall have the authority set forth in the last sentence of paragraph 7.2.
- 1.32 Request for Information - A written communication from the Contractor to the Designer for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Contractor shall state a reasonable date by which a response is necessary in order to avoid delay in progress on the Work and shall make such request sufficiently in advance of such date as to avoid any such delay. The Designer shall respond in writing to the Request for Information by the date stated by the Contractor unless he cannot reasonably do so, in which case he shall prior to that date notify the Contractor of the date by which he can reasonably respond. The Contractor shall not be entitled to any additional time for the completion of the Work or any portion thereof by reason of the Designer's failure to respond



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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if he has not submitted his Request for Information sufficiently in advance to allow the Designer a reasonable time within which to respond.

- 1.33 Request for Payment - The form, in the form of AIA Document G702 (latest ed.) or other published document approved by Owner, which is to be used by the Contractor in requesting progress payments and which is to include a Schedule of Values as required by the Contract Documents and an affidavit of the Contractor that progress payments theretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all the Contractor's obligations incurred in connection with Work covered by all prior applications for payment. See paragraph 20.2.
- 1.34 Resident Superintendent - That person designated by the Contractor in accordance with paragraph 7.2 who has day-to-day responsibility for the prosecution of the Work and the obtaining of proper materials and equipment, and adequate labor and who shall have the authority set forth in the last sentence of paragraph 7.2.
- 1.35 Schedule of Values - Any breakdown of the Contract Price which may be required by the Contract Documents, and designated as such. See paragraph 20.1.
- 1.36 Specifications - That portion of the Contract Documents consisting generally of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.
- 1.37 Subcontractor - A person, firm, or corporation who has entered into a direct contract with the Contractor to perform any of the Work at the Project.
- 1.38 Submittal - Shop drawings, product data, samples, and other documents required by the Contract Documents to be submitted by the Contractor to the Designer.
- 1.39 Submittal Register - See paragraph 13.2 of these General Conditions.
- 1.40 Substantial Completion - The point at which the Work, and Work by other Contractors on or in connection with the Project, as determined by the Designer, is sufficiently complete in accordance with the Contract Documents that it can be beneficially occupied by the Owner, and the Work can be utilized by the Owner for its intended use, and all necessary permits and permissions for Beneficial Occupancy and utilization having been obtained by the Contractor. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.
- 1.41 Sub-subcontractor - A person or entity that has a direct or indirect contract with a Subcontractor to perform any of the Work at the Project.
- 1.42 Work - The construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- 1.43 All references in the Contract Documents to the masculine shall be interpreted as including the feminine or neuter and all references in the Contract Documents to the singular or the



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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plural shall be interpreted as including the other, as may be appropriate in the reasonable interpretation of the Contract Documents.

### **ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

- 2.1 It is the intent of the Specifications and Drawings and other Contract Documents to describe a complete Project in accordance with the Contract Documents.
- 2.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall notify the Designer in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: Construction Agreement, Modifications, Addenda, Supplemental Conditions, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well known technical trade meaning shall be deemed to refer to such meaning and to incorporate any recognized standards which are a part of such meaning.
- 2.3 Miscellaneous items, accessories and work which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or useable structure or plant providing the indicated function shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Designer before installation. This requirement is not intended to include major components not covered by or inferable from the Contract Documents.
- 2.4 The Work of all trades under the Contract Documents shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire Project and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.
- 2.5 The Contractor shall fully complete the Work and shall be responsible for all of the Work under the Contract Documents to which the Construction Agreement applies. If the Contractor is prevented from doing so by any limitation of the Contract Documents, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing before proceeding with the construction in the area where the problem or limitation exists.
- 2.6 Standard specifications or manufacturers' literature, when referenced, shall be of the latest revision or printing unless otherwise stated and is intended to establish the minimum requirements acceptable.





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 2.7 For those materials specified without the use of brand names, the Contractor shall submit within thirty (30) days after his receiving the Construction Agreement for signatures, any product that meets the express requirements of the Specifications.

Such Submittal shall include manufacturer's data, test reports, performance data and certifications, samples, erection details, and other applicable information as required to permit determination by the Designer whether such proposed products are suitable. The Designer shall be the sole judge as to the suitability of any proposed product. The burden of proof of quality rests with the Contractor.

- 2.8 The Contractor is required to examine and read the complete set of Contract Documents for information concerning the Work, because some of the Work for which the Contractor will be responsible may be indicated on or in documentation applying primarily to the Work of one or more other separate prime contractors. No allowance will be made for the Contractor's failure to become familiar with the complete set of project documents.

- 2.9 Contractor's requests for clarification or information shall clearly define the cause(s) of Contractor's request and, as appropriate, shall include Contractor's interpretation and Contractor's proposed solution.

### ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

- 3.1 The Contractor has investigated prior to bidding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Contractor is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents, or any other information made available to the Contractor prior to receipt of bids. Any failure by the Contractor to become acquainted with the available information shall not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.

- 3.2 The Contractor shall be entitled to rely upon all information furnished to the Contractor in writing by the Owner with respect to the Project site and to make all inferences from it that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Contractor shall not be entitled to infer from Owner-supplied information any fact or condition which would not be inferred by a contractor having knowledge and experience with similar work and, if the Owner-supplied information is inadequate or insufficient in any respect, the Contractor shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.

- 3.3 The Contractor specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work and agrees that the Contractor and the Contractor's employees, subcontractors, and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law, ordinance, rule, or regulation, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing, identifying any items of Work affected, and the Contractor shall not proceed until the Contractor has received written direction from the Designer with respect to these items. If the Contractor performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without giving such notice, the Contractor shall bear all costs which are a consequence of such performance.

- 3.4 At times selected by the Designer after execution by the Contractor of the Construction Agreement, a pre-construction conference shall be scheduled and conducted for the benefit of the Project.

### ARTICLE 4. BONDS

- 4.1 A performance bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the faithful performance of the Work in compliance with the Contract Documents, in such form as may be required by law and approved by the Owner. The bond shall be dated the same date as the Construction Agreement and must be accompanied by a current copy of the power of attorney for the attorney-in-fact executing such bond on behalf of a surety company licensed to do business in the state of North Carolina.
- 4.2 A payment bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the payment of all labor and material costs or claims in connection with compliance with the Contract. The payment bond shall be in such form as may be required by law and approved by the Owner. Said bond shall be dated and executed in the same manner as the performance bond in paragraph 4.1.

### ARTICLE 5. INSURANCE AND INDEMNITY

#### 5.1 CONTRACTOR PROVIDED INSURANCE

The Contractor shall, without limiting its obligations or liabilities, procure, pay for and maintain such insurance as is required by law and as is required by this Agreement to protect the Contractor and the Owner from claims for damages for bodily injury, including death, and from claims for property damage which may arise from the Contractor's or its representatives', consultants', Subcontractors', agents', or employees' operations under this Agreement. Such insurance shall be of the kinds and have limits of liability and coverages not less than the minimum limits hereinafter specified or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverages. The following requirements shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of Work under the Agreement. The Contractor is strictly responsible for any losses, claims, and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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The insurance specified shall be provided by an insurer approved by the Owner, authorized to do such business in the State of North Carolina, and on terms approved by the Owner. Insurance companies utilized shall have a minimum rating of A- and Class VII as evaluated by the most current A.M. Best Rating Guide. If the insurer has a Best Rating less than A- and Class VII, the Contractor must receive specific written approval from the Owner prior to proceeding with any Work under the Agreement. All agents and brokers shall hold valid licenses from the State of North Carolina. Before commencing mobilization to the Project site and not later than 7 days after the receipt of the Construction Agreement by the Contractor for signatures, the Contractor shall furnish to the Owner a certificate or certificates of insurance in a form satisfactory to the Owner. Upon request of the Owner, the Contractor shall provide the Owner with certified copies of the insurance policies required by this Article, including without limitation declaration pages, conditions, exclusions and endorsements, and confirmation that each policy premium has been paid for the required term of this Agreement. A copy of the umbrella policy shall be provided to the Wake County Finance Department. Certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. In the event of any such cancellation, non-renewal, reduction, restriction, or change in any insurance, the Contractor is obligated to replace such insurance within 7 days without a gap in coverage and file accordingly such notice with the Owner, and other interested parties. Failing immediate receipt of evidence of such replacement of insurance the Owner reserves the right to procure such insurance as the Owner considers desirable and the Contractor shall pay or reimburse the cost of the premium in respect thereof. It is expressly provided, however, that any action or inaction on the part of the Owner in this respect shall in no way change or reduce the Contractor's responsibilities and liabilities under this Agreement. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to commencing mobilization to the Project site. Failure to make a full disclosure constitutes a material breach of the Agreement, justifying termination for default.

The Contractor shall name the Owner, the Designer, the Designer's consultants, and the Construction Manager as additional insureds under all its insurance contracts (except workers' compensation) with respect to and including without limitation liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, and automobiles owned, hired, leased, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

For any claims related to this Project, the Contractor's insurance or self insurance shall be primary and noncontributory with respect to the Owner's insurance. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory with respect to the Contractor's insurance.

All policies of insurance shall contain a clause waiving rights of subrogation against the Owner, unless the Owner approves otherwise in writing.

Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner. The Contractor shall be solely responsible for any deductible assumptions that may exist in any insurance policies required under this



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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Agreement. In addition, the Contractor shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required herein, or not covered as a result of a normal policy exclusion or that falls within the self insured retention, if Contractor self insured.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The claim provisions in the Contractor's insurance policies must specifically state the insurance company or Contractor's Third Party Administrator, if self insured, has both the right and duty to adjust a claim and provide defense.

The policies shall not contain any provision or definition which would serve to exclude or eliminate from coverage third party claims, including exclusions of claims for bodily or other injury to shareholders, partners, officers, directors, or employees of the insured, the premises owner, real estate manager, or the insured's Subcontractor, or any family relative of such persons.

If the policies contain any warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.

Any failure by any person to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

The insolvency or bankruptcy of the Insured or of the Insured's estate shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken.

Failure to comply with these requirements shall be a material breach of this Agreement justifying termination for default.

### 5.1.1 Worker's Compensation and Employers' Liability Insurance

The Contractor and its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under the Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the Contractor and his Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit of all employees not protected by Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors.

The Contractor shall pay such assessments as will protect the Contractor and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the Certificate of Insurance.

Coverage under this section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

Coverage A:	Statutory, State of North Carolina
Employers' Liability:	Each Accident \$1,000,000
	Disease - Policy Limit \$1,000,000
	Disease - Each Employee \$1,000,000

Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions, i.e. United States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

### 5.1.2 Automobile Liability Insurance

The Contractor shall procure and maintain automobile insurance against liability for bodily injury and property damage as described below, that may arise with respect to the Work being performed under the Agreement, and as will provide protection from claims which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under the Agreement, whether such performance of the Work is by the Contractor, by any representative or Subcontractor, by anyone, both officially and personally, directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

This policy of insurance shall carry the following minimum Limit of Liability:

Combined Single Limit	\$1,000,000
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The policy of insurance shall contain or be endorsed to include the following:

- a) owned, hired, and non-owned automobile liability.
- b) If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations.

Any failure by any party to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

No subcontracting of waste hauling shall be permitted without prior, written approval of the Owner.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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### 5.1.3 General Liability

This policy must be written on an Occurrence basis, with the following minimum Limits of Liability:

General Aggregate per project	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Bodily Injury and Property Damage csl/each occurrence	\$1,000,000.00
Personal Injury and Advertising Injury	\$2,000,000.00

The policy of insurance shall contain or be endorsed to include the following:

- a) Blanket Contractual Liability covering Contractor's indemnification obligations under this Agreement, in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- b) Premises/Operations Liability.
- c) Explosion, collapse, and underground fault.
- d) Independent Contractors and Independent Subcontractors coverage.
- e) Broad Form Property Damage.
- f) Personal Injury
- g) Cross Liability/Severability of Interest clause.
- h) Employer's Stop-Gap Liability endorsement, if applicable.
- i) Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.
- j) Designated General Aggregate Limit Endorsement if required by the Supplemental General Conditions.

Coverage shall remain continuously in effect and without interruption for at least 6 years from the date of the Notice of Award and shall include coverage for exposures arising from operations that have been completed. The Contractor shall furnish the Owner and each other additional insured listed in the Agreement to whom the Certificates have been issued, evidence satisfactory to the Owner of continuation of such insurance at the date of Preliminary Acceptance and each year thereafter.

### 5.1.4 Pollution Legal Liability (PLL)

Pollution Legal Liability coverage will be provided if required by the Supplementary General Conditions.

### 5.1.5 Umbrella Liability



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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The Contractor shall maintain an occurrence basis (as distinguished from a "claims made" basis) Umbrella Liability policy (true follow form) over the underlying General Liability, Automobile Liability, and Employer's Liability, with the following limits of liability:

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

On a fully insured basis such coverage will be subject to a deductible no greater than \$10,000 per occurrence where coverage is not provided by the underlying insurance, but is provided by the Umbrella Liability policy.

The Contractor may use any combination of primary and umbrella insurance policies to comply with the insurance requirements, provided the resulting insurance is equivalent to the insurance stated herein.

All Occupational Disease exclusions must be deleted. Any Pollution Exclusion must be amended to allow coverage for bodily injury or property damage caused by spill, upset, overturn, heat, smoke, or fumes from a hostile fire.

### 5.1.6 Property Insurance

The Contractor shall purchase All Risk Property Insurance on a Completed Value Form in the names of the Owner, Contractor, Subcontractors, and sub-subcontractors as their interests may appear with limits as follows:

- a) Full insurance value of the Work, or
- b) Amount equal to the Contract Price for the Work, whichever is higher.

The Contractor is responsible for all physical damage to owned or rented machinery, tools, equipment, forms, and other items owned, rented or used by the Contractor and/or Subcontractor(s) in the performance of the Work. The insurance coverage evidencing such shall include a waiver of subrogation in favor of the Owner.

### 5.1.7 Valuable Papers And Records

The Contractor shall provide valuable papers and records insurance with coverage in an amount commensurate with project scope and set forth in the Supplementary General Conditions.

### 5.1.8 Claims

The Contractor shall notify the Owner within 24 hours of any claims or alleged claims received by the Contractor covered by any of the policies of insurance required in this Agreement. The Contractor shall provide a written copy of the claim or alleged claim to the Owner within 3 days of the Contractor's receipt of the claim or alleged claim. If a claim is





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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settled to the satisfaction of the claimant, the Contractor shall submit a copy of the claimant's release to the Owner.

If a claim or alleged claim is rejected by the Contractor and/or its insurance company, the Contractor shall immediately report this fact to the Owner.

Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim.

Without limiting the foregoing, the Contractor shall notify in writing the county risk manager of any paid or incurred claims which may impair annual aggregate or general liability.

### 5.1.9 Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce to a maximum of \$250,000 or eliminate such deductibles or self-insured retentions with respect to the Owner, or the Contractor shall provide evidence of collateral provided to insurers or procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits or liability.

### 5.1.10 Subcontractors

The Contractor shall include all Subcontractors as Insureds under its policies, or shall furnish separate certificates, policies, and endorsements for each Subcontractor the Contractor intends to use. If a Subcontractor does not take out insurance in his own name and the Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor's employees, the Contractor shall either (a) procure appropriate policies in the name of the Subcontractor, or (b) cause a rider or riders to be attached to the Contractor's policies which shall identify the Subcontractor thereby covered; provided, however, in the case of the latter option, such a rider need not be attached to the Contractor's workers' compensation policy if such policy by its terms is sufficiently broad to cover the employees of all Subcontractors performing Work under the Contract Documents. Except as otherwise approved by the Owner in writing, Limits of Liability and coverage scope must be at a minimum as stringent as required of the Contractor by the Contract Documents. All Work performed for the Contractor by any Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance as provided herein. Insurance monies received from any loss shall be divided as the respective interest of the parties affected shall appear.

## 5.2 OWNER CONTROLLED PROJECT SPECIFIC INSURANCE





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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In the event the Owner elects to purchase project-specific insurance affording coverage to the Contractor and Subcontractors, the terms and conditions of such coverage shall be set forth in the Supplementary Conditions.

### 5.3 CONTRACTOR AS JOINT VENTURE

If the Contractor is completing this Project on a joint venture basis, both joint venture partners retain all liabilities assumed by this Agreement, individually and collectively. This may include, but is not limited to, all premiums due, deductibles/self-insured retentions, coinsurance provisions, claim provisions, insurance policy conditions, and indemnification provisions hereunder.

Evidence of a Blanket Joint Venture Endorsement must be obtained from the General Liability and Contractor's Pollution Legal Liability carriers of each joint venture partner for a period of 6 years after completion of the Project, substantially as follows:

*With respect to "your work", and the "products-completed operations hazard", you are an insured for your liability arising out of the conduct of any partnership or joint venture of which you were a partner or member, even though this partnership or joint venture is not shown as a Named Insured in the Declarations. This coverage is excess over any available liability purchased specifically to insure the partnership or joint venture. This coverage will not inure to the benefit of any other party except you."*

### 5.4 INDEMNIFICATION

The Contractor, to the fullest extent not expressly prohibited by law, shall defend, indemnify, and save harmless the Owner, the Designer, the Construction Manager and their respective officials, officers, employees, and agents from and against any and all liabilities (foreseeable or unforeseeable), penalties, fines, forfeitures, demands, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto, (including, without limitation, amounts paid pursuant to investigations, defense or settlements, and reasonable attorneys' fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of but not limited to:

- a) bodily injury (including sickness, disease, or death) to any person including but not limited to, the Contractor's employees or its representatives while on the site of the Project; or
- b) actual or alleged damage (including loss of use) to any property (public or private, including the Project or other property on the Project site); or
- c) contamination of or adverse effects on the environment arising directly or indirectly out of or in connection with the performance of the Work, including but not limited to any hazardous or toxic waste, substance, or constituent of any substance subject to regulation under CERCLA, RCRA, TSCA, and other Federal and state authorities that is spilled, released, threatening to release, or disposed of or destroyed by the Contractor or its Subcontractors on or off the site of the Project or while in transport to or from the site; or



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- d) any violation or alleged violation of laws and regulations, arising out of or in any way connected with the Work,

caused in whole or in part by the Contractor, any Subcontractor or supplier or any representatives of the Contractor. The Contractor shall not be required to indemnify the Owner against losses resulting from a breach of this Agreement by the Owner or its other agents and contractors, or resulting from negligence, misconduct or violation of laws on the part of the Owner or its other agents and contractors.

The Contractor further agrees to obtain, maintain, and pay for such liability insurance coverages and endorsements as will insure the provisions of this paragraph. Furthermore, the Contractor agrees to be liable for and to indemnify and reimburse the Owner for all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The indemnification obligations under this paragraph shall not be limited in any way by the amount or type of damages, compensation or benefits payable under worker's compensation acts, disability benefit acts, other employment benefit acts, or the amount of insurance carried or recovered.

The Owner acknowledges that hazardous or toxic waste, material, chemicals, compounds or substances, or other environmental hazards, contamination or pollution, (referred to hereinafter as "environmental hazards") may be present at the Project site that were not created, generated, or released at the Project site by the Contractor or its Subcontractors, agents or employees, acting alone or in concert with others. Unless the remediation, abatement or handling of such environmental hazards is part of the scope of the Work under this Agreement, then upon the discovery of such environmental hazards, the Contractor shall immediately, and in no event more than three days later, give notice to the Owner of the environmental hazards before they are disturbed. The Owner and the Designer shall thereupon promptly investigate the environmental hazards, and make such changes in the Drawings and/or Specifications as they may find necessary to abate, remediate, isolate or handle the environmental hazards. Any increase or decrease in the Contract Price or the Contract Time resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. It is agreed that the Contractor shall have no liability under this Agreement for any environmental hazards existing prior to the date that Work commences under this Agreement unless the Contractor or its Subcontractors, agents or employees, acting alone or in concert with others, by their own negligence or misconduct, release or expose the Owner or third parties to the environmental hazards.

The provisions of this paragraph shall survive the termination or cancellation or completion of this Agreement.

### ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

- 6.1 The Designer shall furnish to the Contractor the number of copies of Drawings and Specifications stated in the Supplementary General Conditions. Additional copies of Drawings and Specifications may be obtained at the cost of reproduction and handling.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 6.2 The Contractor shall submit to the Designer all Submittals required by the Contract Documents. The Contractor shall submit three (3) reproducible prints of all shop drawings plus the number of copies sufficient for his requirements. The Contractor shall submit samples in quantities required by the Contract Documents. The Contractor shall submit product data in five (5) copies, plus the number of copies sufficient for the Contractor's requirements. All shop drawings shall be reviewed by the Contractor and shall bear the Contractor's stamp of approval before being forwarded to the Designer. Submittals shall be submitted in such time as to cause no delay to the Work or any part thereof and in accordance with the Contract Construction Schedule and Submittal Register. The Designer shall review the submittal with reasonable promptness, noting desired corrections, if any. The Designer shall retain two (2) copies of the submittal and shall return the balance of the reviewed submittal to the Contractor for action. The Contractor shall furnish any corrected submittal to the Designer. The Designer shall retain two (2) copies of the corrected submittal and will return the balance of the reviewed submittal to the Contractor.

No substitutions will be accepted after the bids have been received. All substitutions prior to the receipt of bids shall be in accordance with the Contract Documents. Refer to Instructions to Bidders, Paragraph 3, Substitutions.

The Contractor acknowledges that the processing of shop drawings and other submittals is directly impacted by the clarity, completeness, and accuracy of said documents and that it is the Contractor's responsibility to (i) review and coordinate each submittal with all other related or affected Work and (ii) approve each submittal before submitting same to the Designer for approval.

- 6.3 No substitutions and no deviations from any requirement of the Contract Documents shall be deemed allowed unless the Contractor has specifically informed the Designer and the Owner in writing of such deviations at the time of submittal and the Designer and the Owner have given written and specific approval to the substitutions or deviations. In proposing a deviation or substitution the Contractor warrants to the Owner, notwithstanding any review, allowance or approval by the Designer or the Owner that the deviation or substitution is at least equal to or better in quality and for the purpose intended, and that Contractor shall not by reason of any such review, allowance or approval be relieved from any obligation or responsibility contained in the Contract Documents.
- 6.4 Review of submittal by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with terms or designs of the Contract Documents nor from responsibility for errors of any sort in the submittal.
- 6.5 The Contractor shall keep one record copy marked "As-Built" of all Specifications, Drawings, Addenda, Modifications, and Submittals at the Project in good order and annotated at least monthly to show all changes made during the construction process. Such monthly annotations and their approval by the Designer shall be a condition precedent to approval by the Designer of each monthly Request for Payment. Said record copy shall be stored at the Project and fully protected from damage by fire or other hazard. This record copy shall be available to the Designer and Owner for inspection at all times and shall be delivered to the Designer for the Owner's purposes prior to the Designer's certifying Substantial Completion of the Work.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 6.6 At completion of the Project and before Final Payment, the Contractor shall assemble and deliver to the Owner one complete set of all as-built drawings and one complete set of all approved submittals, product data, and samples which were reviewed by the Designer. These drawings and submittals shall be on paper, or in electronic or other media if required by the Supplementary Conditions. These drawings and submittals shall be categorized and packaged as directed by the Designer.

### ARTICLE 7. CONTRACTOR

- 7.1 The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as may be set forth specifically in the Contract Documents, the Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

- 7.2 The Contractor shall appoint a Project Manager and shall keep on the Project at all times during its progress a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Owner except under extraordinary circumstances, in which event immediate written notice shall be given to the Designer and the Owner. The Project Manager and the Resident Superintendent may be the same person or different persons. At any time, the Owner, in its sole and absolute discretion, may require the Contractor to replace the Project Manager or Resident Superintendent with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Contractor. Such replacement shall be at the Contractor's expense and at no cost to the Owner.

Both the Project Manager and the Resident Superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to either of them shall be as binding as if given to the Contractor.

- 7.3 The Contractor shall provide sufficient competent and suitably qualified personnel, equipment, and supplies to lay out the Work and perform construction as required by the Contract Documents. The Contractor will at all times maintain good discipline and order at the site, and will comply with all applicable OSHA standards.

Any person employed by the Contractor, any Subcontractor, or any sub-subcontractor who, in the opinion of the Designer or the Owner, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner or Designer, be removed forthwith by the Contractor, Subcontractor, or sub-subcontractor employing such person without cost to the Owner, and shall not be employed again in any portion of the Work without the written approval of the Owner or Designer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work within three (3) days after written order, the Owner may withhold further payment by written notice until compliance with such order.



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- 7.4 If, in the opinion of the Designer or the Owner, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, he shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer or the Owner in writing.
- 7.5 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work, other than those specifically excluded by the Contract Documents and to be furnished by the Owner or others. When use or storage of hazardous materials or equipment or methods of more than ordinary risk are necessary in accomplishing the Work, the Contractor shall give the Owner and Designer reasonable advance notice.

If any materials are to be furnished or installed by the Owner or others under the terms of the Contract Documents, said materials shall be made available to the Contractor at the location(s) specified in the Contract Documents. All costs of handling, transportation from the specified location to the Project, storage, and installing of Owner-furnished materials shall be included in the Contract Price. The Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner shall deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good any such damage, loss, or deficiency.

All equipment which is proposed to be used in the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing facilities shall result from its use.

When the methods and equipment to be used by the Contractor accomplishing the Work are not prescribed in the Contract Documents, the Contractor shall be free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.

When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Designer. If the Contractor desires to use a method or type of equipment other than specified in the Contract Documents, the Contractor may request authority from the Designer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it shall be on the condition that the Contractor shall be fully responsible for producing Work in conformity with the requirements of the Contract Documents. If, after trial use of the substituted methods or equipment, the Designer determines that the Work produced does not meet the requirements of the Contract Documents, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment at no additional cost to the Owner. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Designer may direct. No change in the Contract Price or in Contract Time shall be made as a result of authorizing a change in methods or equipment under this paragraph.



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- 7.6 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Project site in their original packages or containers with seals unbroken and labels intact.
- Materials shall be so stored as to assure the preservation of their quantity, quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected by the Designer or Owner prior to their use in the Work and shall meet the requirements of the Contract Documents at the time they are incorporated into the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Designer and the Owner. Materials to be stored at the Project or on the Owner's property shall not create an obstruction to the Owner's or other contractor's reasonable activities. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission. All storage sites on private or the Owner's property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.
- 7.7 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.
- 7.8 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of the Contractor's own employees. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor or supplier and the Owner or the Designer, or any obligation on the part of the Owner or the Designer to pay or see to the payment of any money due any such Subcontractor or material furnisher except as may otherwise be required by law. The Owner or the Designer may furnish to any Subcontractor or supplier, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.
- 7.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors.
- 7.10 The Contractor agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of the Owner and to furnish written evidence thereof to the Designer and the Owner within seven (7) days after written request by the Owner.
- 7.11 The Contractor shall attend job progress conferences and all other meetings or conferences as directed by the Designer. The Contractor shall be represented at these job progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct. Job progress conferences shall





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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be open to Subcontractors, suppliers and any others who may contribute beneficially toward maintaining required job progress, and such personnel shall be encouraged by the Contractor to attend. It shall be the principal purpose of job progress conferences to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Work and the Project by the specified Completion Dates. The Contractor shall be prepared to assess progress of the Work as required in the Contract Documents and to recommend remedial measures for correction of progress as may be appropriate. The Designer shall preside as chairman and arrange for minutes to be taken and circulated.

In the event that the prosecution of the Work is discontinued for any reason, the Contractor shall notify the Designer and the Owner at least forty-eight (48) hours in advance of resuming operations.

Should the terms of the Contract Documents require completion of one or more portions of the Work for the Beneficial Occupancy of the Owner prior to completion of the entire Work, the Contractor shall complete such portion(s) of the Work on or before the date specified. Such completion shall include the obtaining of all government or other permits, permission, and/or approvals necessary to occupancy. The Contractor shall independently estimate the difficulties involved in arranging the Work to permit such Beneficial Occupancy and shall not claim any additional compensation or time extension by reason of any delay or increased cost due to completing such portion(s) of the Work. The Owner's possession and use of such portion(s) of the Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. The Owner shall be responsible for the security, maintenance, utilities, and insurance of all portions of the Work completed and beneficially occupied by the Owner.

- 7.12 The Contractor shall pay all license fees and royalties, and assume all costs incident to the use of any invention, design process, or device which is the subject of patent rights or copyrights held by others, except for inventions, design processes, or devices specified by the Designer in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner, the Designer, and anyone directly employed by either of them, from and against all claims, damages, losses and expenses, including attorney's fees and costs of defense, arising out of any infringement or alleged infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any actual or alleged infringement of such rights.
- 7.13 The Contractor shall secure and pay for all permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 7.14 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and shall protect and indemnify the Owner and the Owner's officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or by the Contractor's employees, Subcontractors, sub-subcontractors, or their employees.



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- 7.15 The Contractor shall be responsible for the entire site of the Project and for its reasonable and necessary protection and security, as required by laws or ordinances governing such conditions, or by custom or sound construction practices, and shall share such responsibilities as may be agreed upon among them, or in the absence of such agreement, as may be directed by the Contract Documents, Owner, or Designer. The Contractor shall be responsible for any damage to the Owner's property, or that of others, by the Contractor or the Contractor's employees, Subcontractors, sub-subcontractors, or their employees or agents, and shall make good such damages. The Contractor shall be responsible for and pay for any such claims against the Owner.
- 7.16 The Contractor shall protect all landscaping designated to remain in the vicinity of the operations and barricade all walks, roads, and areas as necessary to keep the public away from the construction.
- 7.17 The Contractor shall provide cover and/or protect all portions of the Work and provide all materials necessary to protect the Work whether performed by the Contractor or any of the Subcontractors or sub-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 or extension to the Contract Time.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective effort prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance shall be included in the Contract Price and the Contractor will not be paid an additional amount for such effort. Should the Owner or Designer observe that the Contractor at any time has failed to maintain the Work as provided herein, the Designer may immediately notify the Contractor of such non-compliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. Should the Contractor fail to properly respond to the Designer's notification, the Owner may, at the Contractor's expense, take such action as it may deem appropriate to remedy the defective maintenance, including suspension of the Contractor's Work or any part thereof. Any such expense incurred by the Owner shall be deducted from monies due or to become due the Contractor.

Parking lots, streets, and walks connecting to the Project area shall be protected by the Contractor from deposits of mud, sand, stone, litter, or debris in any form.

Pedestrian traffic areas around the construction limits must be maintained in a clean and safe condition at all times with required barricades and covered walkways. When excavation or other operations outside the Project limits is required, the Contractor shall, immediately following that work, return the area to its original condition.

All catch basins and storm drain lines in the vicinity of the Project site shall be protected at all times from entry of dirt, rubble and other debris. The residue from the cleaning of trucks, wheelbarrows, concrete buggies, etc. must be prevented from entering the drainage system, and if cleaning is done, the residue must be contained and removed from the Project site with other refuse.





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 7.18 No burning of refuse or debris shall be allowed inside or around the Project during the course of construction without written authority from authorities having jurisdiction and the Owner.
- 7.19 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons involved with the Work. Such measures and programs shall include the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or equivalent requirements, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements relating to the prevention of accidents or injuries to persons on or about the location of the Work.
- All trenches, excavations, or other hazards in the vicinity of the Work shall be well barricaded, and properly lighted at night. When Work requires closing of an area normally used by the Owner or the public, the Contractor shall furnish, erect, and maintain temporary barricades, and properly light the area. The Contractor shall comply with any directions and public authorities in this respect.
- 7.20 The Contractor shall designate a responsible officer or employee as safety inspector, whose duties shall include accident prevention on the Project as well as implementation of the Contractor's safety measures and safety programs on the Project. The name of the safety inspector shall be made known to the Designer and the Owner at the pre-construction conference.
- 7.21 In emergencies affecting the safety of persons, the Work, or property at the Project site or adjacent thereto, the Contractor is obligated to act in the Contractor's discretion to prevent threatened damage, injury, or loss. As soon as practicable, the Contractor shall notify the Designer and Owner of such emergency. The Contractor shall give the Designer and the Owner prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergency. If the Contractor believes that additional work done in an emergency entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided in Articles 14 and/or 15.
- 7.22 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work. At least weekly and at the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the Project. At the completion of the Work, the Contractor shall remove all tools, construction equipment, machinery, and surplus materials. The Contractor shall leave the Work in condition for occupancy by the Owner such that no cleaning or other operations are required. Material cleared from the Project and deposited on adjacent property shall not be considered as having been disposed of satisfactorily. If the Contractor fails to keep the Project clean of waste materials or rubbish, fails to satisfactorily clean-up weekly or at the completion of the Work, the Owner may do so and the costs thereof may be deducted from any amounts due the Contractor.
- 7.23 Utilities, temporary facilities, and signs shall be provided as described in the Contract Documents. Absent a contrary direction in the Supplementary Conditions, the Contractor shall pay all bills for water, electricity, or other public utility service to the Project site.



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- 7.24 The Contractor shall indemnify and hold the Owner, the Designer, the Designer's consultants, and their officers, agents, and employees harmless against all costs, damages, and expenses, including attorney's fees and costs of defense, arising out of claims by any separate contractor or by any Subcontractor, sub-subcontractor, or supplier engaged by or employed by the Contractor or employed by any of the Subcontractors claiming through him, including without limitation damages, losses, and expenses arising out of or relating to any inconvenience, delay, interference, or other action or non-action of the Contractor or the Contractor's Subcontractors on the Project.

The Contractor acknowledges that should the Contractor or any of the Contractor's Subcontractors be damaged by any breach of contract by any other separate prime contractor on the Project, the Contractor may invoke applicable dispute resolution procedures with said other separate prime contractor or bring a direct civil action against said other separate prime contractor. The Contractor hereby expressly agrees that neither the Owner nor its officers, agents, or employees shall have any liability of any kind or nature whatsoever to the Contractor, its Subcontractors, sub-subcontractors, or suppliers arising out of or relating to any breach, inconvenience, delay, interference, or other action or non-action by any other separate prime contractor. The Contractor covenants not to sue the Owner for any loss or damage caused by any breach, inconvenience, delay, interference, or other action or non-action by any other separate prime contractor, notwithstanding whatever rights at law the Contractor might have to bring a civil action against the Owner for any breach, inconvenience, delay, interference, or other action or non-action of any other separate prime contractor. The Contractor agrees to look exclusively to the other prime contractor for relief or remedy.

Nothing contained herein or appearing anywhere in the Contract Documents shall obligate or require the Owner to exercise any right or privilege, or to take any action or to refrain from taking any action under any contract it may have with any other prime contractor or party to the Project for the benefit of the Contractor or any Subcontractor, sub-Subcontractor, or supplier claiming through the Contractor.

- 7.25 Prior to completion of the Work and Final Payment of the Contract Price, excepting only those portions of the Work deemed accepted in accordance with the Contract Documents, the Contractor shall have charge and care of the Work, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall as required by the Owner replace, rebuild, repair, restore, and make good all injury or damage to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expenses thereof.
- 7.26 In the event that the Work, or any portion thereof, is suspended at any time pursuant to an order of the Owner, the Contractor shall obey all instructions of the Owner regarding storage of materials, drainage, protection of the Work, and erection of temporary structures during the suspension period.
- 7.27 The Project Expediter for the Project shall be responsible for the coordination of the Work of itself and any other separate contractors, both as to space and time. The Project Expediter shall coordinate the implementation of the Contract Construction Schedule, all



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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construction activities and close-out of the Project, including but not limited to all testing, inspection, certifications, and approvals required by public agencies.

The Contractor and the Project Expediter shall each be required to notify the Designer and the Owner promptly of any event or condition which could affect the conduct or progress of the Work and shall cooperate fully with all other contractors on the Project site.

- 7.28 The Owner hereby delegates to the Project Expediter all of its duties to coordinate and to expedite the Work not expressly reserved to the Owner by other provisions of the Contract Documents.
- 7.29 All Work performed pursuant to the Contract Documents shall conform in all respects to the North Carolina State Building Code and all other state, local, and national codes in effect at the time of and applicable to this Work.
- 7.30 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons at the Project site, and shall comply at all times with the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or the equivalent requirements of the Contractor's safety program, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements so as to prevent accidents or injuries to persons on or about the Project site. The Contractor shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairways, and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials, and shall maintain all protective devices and signs throughout the progress of the Work.
- 7.31 The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926 as adopted in 13 NCAC 07F.0201, including 29 CFR Part 1910 General Industry Safety and Health Standards applicable to construction) and N.C. Gen. Stat. §95-126 through 155 (Occupational Safety and Health) as well as all revisions and amendments to such standards or statutes as may occur throughout the performance of the Work.
- 7.32 Any land disturbing activity performed by the Contractor in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15 North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 NCAC 4A, 4B, and 4C), and as may be revised or amended in the future. Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said Act are promptly taken. The Contractor shall be responsible for all penalties assessed pursuant to N.C. Gen. Stat. 113A-64 with respect to its Work, and shall indemnify and hold harmless the Owner from all costs and expenses, including attorney's fees and costs of defense arising out of or related to the enforcement of the Act against any party or person described in this Article.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 7.33 Any mechanical or electrical work such as sleeves, inserts, chases, etc. located in the Work of the Contractor for general work shall be built in by that Contractor. On multiple prime projects, the mechanical and electrical contractors shall set all sleeves, inserts, and other devices built into the structure in cooperation and under the supervision of the Contractor for general work. The responsibility for exact location of such items shall be that of the mechanical, plumbing, or electrical prime contractor.
- 7.34 The Contractor shall be responsible for permanently fixed service facilities and systems in use during progress of the Work and shall strictly adhere to the following procedures:
- a) Prior to acceptance of the Work by the Owner, the Contractor shall remove and replace any part of the permanent building systems damaged through use during construction.
  - b) Temporary filters shall be installed in each of the heating and air conditioning units, return air grilles, and other locations to prevent intrusion of dust, dirt, and debris during construction. Temporary filters shall be removed and replaced with new filters immediately prior to Substantial Completion.
  - c) Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied.
  - d) When the permanent lighting system is used during construction, lamps shall be replaced and shall be new on the date of Substantial Completion.

### ARTICLE 8. OWNER

- 8.1 The Owner shall issue communications and notices to the Contractor through the Designer to the extent contemplated by the Contract Documents.
- 8.2 In case of termination of the employment of the Designer, the Owner shall appoint as Designer a qualified person who shall have and assume all rights and duties held by the original Designer.
- 8.3 The Owner shall have the right to take possession of and use any portion of the Work notwithstanding the fact that the time for completion of such portion of the Work may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.
- 8.4 A waiver on the part of the Owner of any breach of any part of the Contractor shall not be held to be a waiver of any other or subsequent breach.
- 8.5 The Owner shall pay all permanent acreage fees, governmental impact fees, and meter deposits for permanent utilities.

### ARTICLE 9. CONSTRUCTION MANAGER



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- 9.1 The Owner may employ one or more Construction Managers for the purpose of assisting the Owner, Designer, and Contractor in developing and administering budgets and cost controls, in evaluating constructability and value engineering proposals, in establishing and maintaining a critical path method (CPM) schedule, in coordinating and/or expediting the Work with other projects being constructed by the Owner or others adjacent or near the Work, or for such other purposes as the Owner may deem appropriate. From time to time the Owner may identify such Construction Managers(s) to the Contractor in writing identifying any tasks assigned to such Construction Managers(s).

### ARTICLE 10. DESIGNER

- 10.1 The Designer is charged with the responsibility of interpretation of the Contract Documents. The Designer's decisions relating to aesthetic matters shall be final.
- 10.2 All Work completed under the Contract Documents shall be subject to review by the Designer. No Work is to be covered without the Designer's review or prior authorization. Any Work so covered without the Designer's review or prior authorization shall be uncovered at the Contractor's expense. The Contractor shall notify the Designer in writing at least twenty-four (24) hours in advance of covering any Work.
- 10.3 The Designer shall not be responsible for the construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, but shall be entitled to enforce any requirements in the Contract Documents specifying particular means, methods, techniques, sequences, or procedures.
- 10.4 The Designer shall be an Owner's representative during the construction period. The duties, responsibilities and authority of the Designer as the Owner's representative during construction are as set forth in the Contract Documents.

### ARTICLE 11. TESTING AND SURVEYING

- 11.1 Laboratory and field tests to determine compliance of construction with the Contract Documents shall be made by the Owner or testing consultants employed by the Owner except those required elsewhere in the Contract Documents to be paid for by the Contractor. The costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor and are included in the Contract Price. Any Work in which untested materials are used without approval or written permission of the Designer shall be removed and replaced at the Contractor's expense. Work found to be unacceptable or unauthorized will not be paid for and, if directed by the Designer shall be removed and replaced at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of ASTM or other generally recognized or specifically authorized methods which are current on the date of advertisement for bids shall be made at the expense of the Owner; provided, however, in the event that after such testing any Work is found to be defective or does not meet the requirements of the Contract Documents, the costs of retesting such Work and the costs of inspection services shall be paid by the Contractor. Samples shall be taken by a testing laboratory employed by the Owner. All materials being used are subject to inspection, tests, or rejection at any time prior to or during incorporation into the Work. Copies of all Owner test reports will be



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furnished to the Contractor at his written request. Copies of Contractor test reports shall be furnished to the Designer upon written request.

11.2 The Owner shall have the right to deduct the costs of additional testing as described in paragraph 11.1 from any money due the Contractor; or if no money is due the Contractor, the Owner shall have the right to recover these costs from the Contractor, from its sureties, or from both.

11.3 All layouts and surveying shall be accomplished by properly qualified personnel duly licensed in the State of North Carolina.

### ARTICLE 12. SEPARATE CONTRACTS

12.1 It is expressly understood that the Owner may deploy the Owner's own employees or engage other separate prime contractors to perform Work as a part of the Project whose work will be performed simultaneously and sequentially with the performance of the Work by the Contractor. It shall be necessary for the Contractor to coordinate construction activities with such other contractors, particularly with respect to access to work areas, storage of materials, and use of elevators and other common facilities. The Contractor shall diligently and in good faith cooperate with the Owner, the Designer, and all other contractors with respect to such matters and shall regularly and faithfully attend any and all meetings called by the Owner or the Designer with respect to such matters. Any disputes between the Contractor and any other separate prime contractor with respect to such matters shall be resolved in accordance with the claim and dispute resolution procedures in the Agreement.

### ARTICLE 13. CONTRACT TIME

13.1 Within fourteen (14) days after receipt of the Construction Agreement by the Contractor for signatures, the Project Expediter shall prepare and submit to the Designer and Owner for review and approval a preliminary progress schedule for the Work pursuant to the requirements stated in the Contract Documents.

13.2 Within fourteen (14) days after initial receipt of the Construction Agreement for signatures the Contractor shall submit to the Designer a Submittal Register listing all Submittals the Contractor is required to make or proposes to make under the Contract Documents, the dates on which the Contractor proposes to make such Submittals and the dates by which the Contractor reasonably requires a response from the Designer with respect to each Submittal. The dates submitted shall be incorporated into the Contract Construction Schedule as Completion Dates when they have been approved or modified by the Owner. The Designer shall not be required to review any Submittal from the Contractor until a Submittal Register acceptable to and approved by the Owner has been submitted by the Contractor.

13.3 Not later than thirty (30) days following execution and delivery of the Construction Agreement by Owner to Contractor, the Owner shall deliver to the Contractor a Notice to Proceed. The Notice to Proceed shall state a commencement date on which it is expected that the Contractor will begin the Work to be performed under the Agreement. The Contract Time shall be measured from said specified commencement date. The commencement





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date stated in the Notice to Proceed shall not be earlier than three (3) days after the Notice to Proceed is served on the Contractor.

If, other than by mutual agreement, said specified commencement date is more than thirty (30) days after the date of execution and delivery of the Agreement from Owner to Contractor and the Contractor believes said delay justifies an increase in Contract Price and/or an extension of Contract Time, the Contractor may make a claim therefore as provided in Article 14 and/or Article 15.

No Work shall be done prior to the date specified in the Notice to Proceed.

A final Contract Construction Schedule shall be submitted for approval by the Contractor, Designer, and Owner no later than fourteen (14) days after Notice to Proceed. No payments shall be due the Contractor until this schedule is approved by all parties.

- 13.4 The Contract Construction Schedule is a Contract Document. The Contractor represents that the Contract Construction Schedule has been reviewed in detail, that the Contractor participated in its preparation, that all of the activities which impact, limit, or otherwise affect the time of completion of the Work are shown in the Contract Construction Schedule and that all of the activities of others which impact, limit, or otherwise affect the start, duration, or completion of the Contractor's activities are also shown. The Contractor further represents that the Contractor can and will complete each activity within the time shown for that activity. Time is of the essence with respect to each such activity and Completion Date.
- 13.5 If the Contractor submits a construction schedule, progress report, or any other document that indicates or otherwise expresses an intention to achieve completion of the Work prior to any Completion Date required by the Contract Documents or prior to expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.
- 13.6 If the Contractor, for reasons beyond the Contractor's control, is delayed in beginning any activity, the Contractor shall, nevertheless, have the same number of days as is shown in the Contract Construction Schedule for the activity, and the affected activity and any succeeding activity that is dependent upon that activity shall be adjusted accordingly; provided that at any time the Owner, by means of a Change Order, may require the Contractor to work overtime, to increase labor forces or to take any necessary or appropriate action to decrease the time required for any activity, and the Contractor shall be entitled to an adjustment in the Contract Price computed in accordance with Article 15 of these General Conditions.
- 13.7 At any time, the Owner may order the Contractor, on seven (7) days written notice, to begin any activity earlier than the starting date shown on the Contract Construction Schedule.
- 13.8 Should the Contractor fail to start any activity on the start date shown in the Contract Construction Schedule or as it may have been adjusted in accordance with paragraphs 13.5 or 13.6 above, or become delayed, the Contractor shall, without being entitled to any increase in the Contract Price or other compensation, work overtime, increase labor forces or take such other action as may be necessary or appropriate to complete the activity by



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the Completion Date shown on the Contract Construction Schedule, or as such Completion Date may have been adjusted.

- 13.9 The Designer and Owner or his Construction Consultant shall monitor progress of the Work at all times and the Contractor shall cooperate with such monitoring and provide any and all information with respect to the progress of the Work and scheduling as the Owner may reasonably require.
- 13.10 On a monthly basis, the Contractor shall revise the Contract Construction Schedule, showing any adjustments made in accordance with paragraphs 13.5 or 13.6, above, by any Change Order, the progress of the Work, and any days gained or days lost with respect to any activity, and shall furnish copies thereof to the Owner and Designer.
- 13.11 Should any monthly revision of any Contract Construction Schedule show that the Contractor is behind on any activity, the late completion of which could delay Substantial Completion of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Contractor an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should Substantial Completion be delayed by the same number of days that the Contractor is currently behind schedule. If, subsequently, the Contractor's progress, as shown by any succeeding monthly revision to the Contract Construction Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Contractor such amounts as have been withheld in accordance with this paragraph.
- 13.12 The Owner shall have the right to perform Work, hire and employ labor and craftsmen, rent equipment, subcontract with other parties, or do anything that the Owner deems necessary or appropriate to remedy or cure any delay by the Contractor in the progress of the Work. Such action by the Owner shall not, in any way, affect, void or limit any warranty, guaranty or other responsibility of the Contractor under the Contract Documents. Such action may be taken by the Owner only after three (3) days written notice to the Contractor. All costs incurred by the Owner in taking any such action shall be charged to the Contractor and deducted from any amounts remaining due under the Agreement.
- 13.13 The Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseen causes beyond the control and without the fault or negligence of the Owner, the Contractor or the Contractor's Subcontractors as follows:
- a) Labor disputes and strikes that directly impact the critical path activities of the Contract Construction Schedule;
  - b) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials.
  - c) Acts of the public enemy; acts of the State, Federal, or local government in their sovereign capacities.
  - d) Abnormal inclement weather as defined in Article 13.14.





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- 13.14 On any day that the Contractor considers that the Project is delayed by adverse weather conditions, the Contractor shall identify in writing to the Designer and the Owner the adverse weather conditions affecting each activity, the specific nature of the activity affected, the number of hours lost, and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Designer written recognition of the delay. The time for performance of this Contract includes an allowance for a number of calendar days which may not be suitable for construction Work by reason of adverse weather. The Contract Time will be extended only if the number of calendar days of adverse weather recognized by the Designer exceeds the number of inclement weather days set forth below, and the Contractor demonstrates how this adverse weather impacts activities on the critical path of the Contract Construction Schedule.

<u>Month</u>	<u>Number of Inclement Weather Days</u>
January	10
February	10
March	10
April	9
May	10
June	9
July	11
August	10
September	8
October	7
November	8
December	9

- 13.15 If the Contractor believes that the progress of the Work has been adversely affected by adverse weather recognized by the Designer during a particular month, the Contractor shall submit a written request for extension of time to the Designer. Such a request for time extension of the Contract Time shall be submitted by the tenth (10th) day of the month following that month in which the adverse weather is encountered. The request shall include, but is not limited to, the following information:

- a) Detailed description of weather's effect on scheduled activities and its net effect on the critical path of the Project, and
- b) Weather records from the official weather station nearest the Project site and records of actual observation as contained in daily reports, correspondence, or other documentation.

- 13.16 The Contractor specifically recognizes that a delay by the Contractor in achieving any Completion Date can have the effect of delaying the Substantial Completion of the Project, that such delay in Substantial Completion of the Project will necessarily cause damages, losses, and expenses to the Owner, including, but not limited to and by way of illustration only, increased capitalized costs and interests for the Project, increased and extended Project overhead, Designer's and Consultant's fees, increased costs of construction, increased and extended operation costs of other facilities, and inefficiency and loss of productivity, and that such damages, losses, and expenses may not be readily identifiable or ascertainable at the time they are incurred or at any time. Therefore, and in recognition



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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of these factors and the likelihood that actual damages from his delay will not be readily ascertainable, the Contractor agrees to pay to the Owner, as Liquidated Damages and not as a penalty, the sum identified in the Supplemental Conditions hereto as the Liquidated Damages per Day, for each day by which the failure to meet any Completion Date shown in the Contract Construction Schedule, adjusted in accordance with this Article, delays the Substantial Completion of the Project.

- 13.17 The Contractor shall not be entitled to any adjustment in the Contract Price or other compensation from the Owner for any delay in the completion of or progress on the Work that is caused by a force majeure condition or is otherwise not caused by the sole and direct act or omission of the Owner and the Owner's employees or agents.
- 13.18 The sum for Liquidated Damages is the amount stipulated in the Supplementary General Conditions per day per Prime Contractor as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the Work within the time specified, such time being in the essence of this contract and a material consideration thereof.

### ARTICLE 14. CHANGES IN THE WORK

- 14.1 Without invalidating the Contract Documents, the Owner may, at any time, or from time to time order additions, deletions, or revisions in the Work. Said additions, deletions, or revisions shall be authorized only by written Change Orders, Construction Change Directives or Field Orders. Upon receipt of a Change Order, Construction Change Directive or Field Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change causes an increase or decrease in the Contract Price and/or an extension or shortening of the Contract Time, adjustments shall be made as provided in Article 14 and/or Article 15.

In order to expedite the Work and avoid or minimize delay in the Work that might affect the Contract Price or Contract Time, the Designer may issue a Change Order in the form of a Construction Change Directive which when signed by the Owner and Designer, directs the Contractor to proceed promptly with the Work involved. Any claim for an adjustment in Contract Price or Time, if not defined in the Construction Change Directive, shall be promptly made in writing in accordance with the procedures defined in Article 15.2.

- 14.2 The Designer may authorize minor changes or alterations in the Work not involving change in the Contract Price or in the Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. Such alterations shall not invalidate the Contract Documents nor release the surety. If the Contractor believes that any minor change or alteration authorized by the Designer entitles him to an increase in the Contract Price and/or an extension of Contract Time, he may make a claim therefore as provided in Article 14 and/or Article 15.
- 14.3 Except in an emergency endangering life or property, no change shall be made by the Contractor except upon prior written Change Order, Directive or Field Order authorizing such Change.



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- 14.4 Increases in the Contract Price and/or extensions of the Contract Time for additional Work performed by the Contractor shall only be in accordance with a written Change Order signed by the Owner and Designer. The Contractor shall not be entitled to additional time or to additional compensation for any Work performed or material supplied which is claimed to have been authorized or settled by an "oral" change, or by a "constructive" or "implied" change, or by a course of conduct, or by any action or non-action by the Owner, Designer, or any other persons, or by any means whatsoever other than by a written Change Order for such Work or material signed by the Owner and the Designer.
- 14.5 Changes in the Work resulting from emergency shall not invalidate the Contract Documents nor release the surety.
- 14.6 Neither the Owner nor the Designer shall be responsible for verbal instructions which have not been confirmed in writing, and in no case shall such instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a proper Change Order, Construction Change Directive or Field Order, whether or not the cost is affected.
- 14.7 The Owner, in its sole discretion, may require that the Contractor notify the Contractor's sureties of any changes affecting the general scope of the Work or change in the Contract Price, and that the amount of applicable bonds shall be adjusted accordingly. If this requirement is exercised, the Contractor shall furnish proof of such adjustment to the Designer and the Owner.
- If this requirement is exercised, the Change Orders shall require written consent of the Contractor's surety. At the time of signing a Change Order, the Contractor shall be required to certify as follows:
- "I certify that all sureties have been notified that my contract has been altered by the amount of this Change Order, and that a copy of the approved Change Order will be mailed to all sureties upon its receipt by me."
- If this requirement is exercised, no payment to the Contractor on account of any Change Order shall become due or payable until written evidence of the surety's consent to the Change Order has been furnished to the Designer and to the Owner, and the furnishing of such written consent is a condition precedent to such payment.
- 14.8 The Contractor shall support all requests for Change Orders with a detailed cost breakdown showing cost of materials, labor, equipment, transportation, other items, Contractor's overhead and profit, and total cost, in accordance with methods defined in this Article, and, if the request seeks an extension of the Contract Time, with a time-related diagram which demonstrates specifically why an increase in construction time is needed.
- 14.9 When a request for a Change Order involves a Subcontractor, the Contractor shall provide quotation from same on Subcontractor's letterhead. The Subcontractor's quote shall list materials, equipment, and labor separately, and show overhead and profit in the manner provided in paragraph 14.8.

### ARTICLE 15. CHANGE OF THE CONTRACT PRICE



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15.1 The Contract Price constitutes the total compensation payable to the Contractor for performing all Work under the Contract Documents. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order.

15.2 Any claim for an adjustment in the Contract Price shall be in writing and written notice of any event, action, or non-action which may become the basis of a claim shall be delivered to the Owner and the Designer within three (3) days of the occurrence, or the beginning of the occurrence, of any such event, action or non-action giving rise to the claim. Such written notice is a condition precedent to the making of a claim, and such notice shall describe the basis of the potential claim with reasonable detail and clarity.

A claim shall be made in writing and shall be delivered to the Designer and the Owner no later than fourteen (14) days after such notice. The claim shall describe in detail the basis for the claim, with specific reference to any provisions of the Contract Documents, by paragraph, drawing number, or other specific identification, and shall state the amount claimed and how it is calculated. If the Contractor, at the time the claim is made, is unable to state the amount claimed with accuracy, the Contractor shall so state and provide the estimated amount and the basis on which the amount is to be calculated. At the earliest date practicable, but in no event more than thirty (30) days after Contractor's notice of claim, the Contractor shall supplement the claim with an accurate statement of the amount claimed and how it has been calculated. The Contractor shall provide, in writing, in support of the claim all such explanations, arguments, data, receipts, expert opinions, or other documents or information as the Contractor deems appropriate to be considered in support of the claim. A claim may properly be rejected by the Owner by reason of the Contractor's failure to submit adequate or accurate documentation or information, except that within seven (7) days after being given notice that the claim has been rejected on this basis, the Contractor may submit additional documentation or information. No claim for a change of the Contract Price shall be considered or granted (except solely at the discretion of the Owner) unless a claim is so made, nor shall the Contractor be entitled to any increase in the Contract Price unless the Contractor has given notice and made such a written claim within the times required. The Owner shall decide, after obtaining the advice of the Designer, whether an increase in Contract Price is warranted, and the amount of such increase shall be determined as provided in paragraph 15.4 through 15.5, below. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The Owner shall advise the Contractor of its decision with respect to the claim within fourteen (14) days of its receipt, or of the receipt of additional documentation or information if the absence of such has previously been the basis of rejection of the claim; provided, however, that if, in its sole discretion, the Owner deems that review or consideration of any part of the claim or any matter related thereto by its governing Board is necessary or appropriate, it shall so advise the Contractor and shall provide its decision to the Contractor within seven (7) days after such Board consideration, review or action. Any claim on which the Owner has not provided its decision to the Contractor within the applicable time period shall be deemed denied.



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If the Contractor is not satisfied with the decision of the Owner, the Contractor may within seven (7) days of receipt of the Owner's decision initiate the mediation process as described in Appendix A to the General Conditions of the Contract for Construction.

- 15.3 In determining the amount of a Contract Price adjustment, the parties shall apply the following methods, as appropriate:

(A) Change in Work: The Owner and Contractor shall negotiate in good faith and attempt to agree upon the value of any change (extra or decrease) in Work prior to the issuance of a Change Order covering said Work. Such Change Order shall set forth the corresponding adjustment to the Contract Price. In the event the Owner and the Contractor are unable to agree, the Owner shall grant an equitable adjustment in the Contract Price.

(B) Emergency Work: In the event of emergency endangering life or property, the Contractor may be directed by the Designer to proceed on a time and material basis, whereupon the Contractor shall so proceed and keep accurately, in such form as may be required by the Designer, a correct account of costs together with all proper invoices, payrolls, and supporting data therefore.

- 15.4 Where the Contract Price is to be adjusted, the following limitations shall apply in determining the amount of adjustment:

(A) In the case of extra or emergency work, the Contract Price shall not be increased by more than the reasonable, actual, and documented net cost of the extra or emergency work plus ten percent (10%) of such net cost on Work performed by the Contractor and five percent (5%) thereof on any subcontracted Work for overhead and profit combined.

(B) In the case of a decrease in Work, the Contract Price shall not be decreased by less than the net cost of the deleted Work plus five percent (5%) of such direct net cost for profit and overhead.

The term 'net cost' as used herein shall include, as applicable, and shall be limited to, all direct labor, direct material, direct equipment, labor burden, sales taxes, shipping and handling charges, permits and fees, and insurance and bond premium adjustments, if any, attributable to the change. All other items of cost shall be considered as overhead and covered by the percentages allowed in sections A and B of this paragraph.

The Contractor shall provide worksheets or tabulations describing the method by which the direct net cost was calculated, and shall provide all data needed to support the calculation of the direct net cost, all in a form acceptable to the Owner.

- 15.5 Where the Contract Price is to be adjusted by negotiation, the Owner may authorize and designate the Designer to negotiate with the Contractor on behalf of the Owner; provided, however, any agreement reached between the Contractor and Designer shall be subject to approval by the Owner.



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### ARTICLE 16. UNFORESEEN CONDITIONS

- 16.1 Should the Contractor encounter unforeseen conditions at the Project site materially differing from those shown on the Drawings or indicated in the Specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Contractor shall immediately, and in no event more than three days later, give notice to the Owner of such conditions before they are disturbed. The Owner and the Designer shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the Drawings or indicated in the Specifications, they shall at once make such changes in the Drawings and/or Specifications as they may find necessary. Any increase or decrease in the Contract Price resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. However, neither the Owner nor the Designer shall be liable or responsible for additional work, costs, or changes to the Work that could have been reasonably determined from any reports, surveys, and analyses made available for the Contractor's review or that could have been discovered by the Contractor through the performance of its obligations pursuant to the Contract Documents.

### ARTICLE 17. CORRECTION OF WORK BEFORE FINAL PAYMENT

- 17.1 The Owner has the authority to stop or suspend work, and the Designer has the authority to order Work removed or to order corrections of defective Work or Work not in compliance with the Contract Documents where such action may be necessary to ensure successful completion of the Work.

Any work, materials, fabricated items, or other parts of the Work which have been found by the Designer to be defective or not in accordance with the Contract Documents shall be condemned and shall be removed from the Project by the Contractor, and immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner. Work or property of the Owner or others damaged or destroyed by virtue of such condemned Work shall be made good at the expense of the Contractor.

Correction of condemned Work described above shall be commenced by the Contractor within twenty-four (24) hours after notice from the Designer or the Owner and shall be pursued to completion. Should the Contractor fail to proceed reasonably with the above-mentioned corrections, the Owner may, three (3) days after the notice specified in the preceding sentence, proceed with correction, paying the cost, including costs of uncovering such condemned Work, of such corrections from amounts due or to become due to the Contractor.

Condemned Work removed shall be the property of the Contractor and shall be removed from the Project by him within ten (10) days after notice to remove it, and if not then removed, thereafter may be disposed of by the Owner without compensation to the Contractor and the cost of such disposal shall be deducted from amounts due or to become due to the Contractor.





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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Should the cost of correction of the Work and, if applicable, disposal of the condemned Work by the Owner exceed amounts due or to become due the Contractor, then the Contractor and the Contractor's sureties shall be liable for and shall pay to the Owner the amount of such excess.

### **ARTICLE 18. CORRECTION OF WORK AFTER SUBSTANTIAL COMPLETION; WARRANTIES AND GUARANTIES**

- 18.1 Neither the final certificate, Final Payment, occupation of the premises by the Owner, nor any provision of the Contract Documents, nor any other act or instrument of the Owner or the Designer shall relieve the Contractor from responsibility for negligence, defective material or workmanship, or failure to comply with the Contract Documents.
- 18.2 The Contractor shall, at the Contractor's sole cost and expense, make all necessary repairs, replacements, and corrections of any nature or description, interior or exterior, structural or non-structural, that shall become necessary by reason of defective workmanship or materials which appear within a period of one (1) year from the date of Substantial Completion; provided, however that notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship under the Contract Documents, or under any subcontract, or in connection with any manufactured unit which is installed in the Project, or under the laws of the State of North Carolina, the longer guarantee period shall govern.
- 18.3 If, within any guarantee period, repairs or changes are required in connection with the Work, which are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Designer and without expense to the Owner:
- a) Completely repair or replace the Work so that it conforms to the Contract Documents;
  - b) Correct all defects therein;
  - c) Make good all damage which, in the opinion of the Designer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents; and
  - d) Make good any Work or material, or any equipment or contents disturbed in fulfilling any such guarantee.

If, in fulfilling the requirements of the Contract Documents or of any guarantee embraced therein or required thereby, the Contractor disturbs any work, facility, premises, or construction belonging to the Owner, the Contractor shall restore such disturbed work to a condition satisfactory to the Owner, and shall guarantee such restored work to the same extent as if it were Work under the Contract Documents.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected, and the Contractor and the



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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Contractor's sureties shall be liable for all expenses incurred. "Promptly" is defined as within twenty-four (24) hours for systems necessary to normal operation of the building and within seventy-two (72) hours for all other items. All special guarantees applicable to definite parts of the Work that may be shown in or required by Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee. Manufacturer's standard guarantees or warranties which do not comply with the time limit specified herein shall be extended by the Contractor automatically without further action on the part of the Owner or the Designer.

- 18.4 In the eleventh calendar month after the date of Substantial Completion, and at the request of the Owner, the Contractor, the Owner and the Designer shall make an inspection of the Work for the purpose of identifying defective workmanship and/or materials. If the Contractor, having been requested to do so by the Owner, fails to participate in such inspection, the Contractor shall be conclusively bound by any decision or ruling by the Designer as to any defective workmanship or material and as to the Contractor's responsibility for its repair or replacement.

### **ARTICLE 19. OWNER'S RIGHT TO DO WORK**

- 19.1 If, during the progress of the Work or during any period of guarantee, the Contractor fails to prosecute the Work properly or to perform any provision of the Contract Documents, the Owner, after three (3) days written notice to the Contractor from the Designer, or from the Owner after Final Payment, may perform or have performed that portion of the Work and may deduct the cost thereof from any amounts due or to become due the Contractor. Notwithstanding any action by the Owner under this paragraph, all warranties and bonds given or to be given by the Contractor shall remain in effect or shall be given by the Contractor.
- 19.2 Should the cost of such action by the Owner exceed the amount due or to become due the Contractor, the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of such excess.

### **ARTICLE 20. PARTIAL PAYMENTS**

- 20.1 Within thirty (30) days after his initial receipt of the Construction Agreement for signatures, the Contractor shall submit to the Designer a Schedule of Values. The Schedule of Values shall indicate the value of the Work, including applicable overhead and profit, for each Division and section of the Project Specifications. The Designer and Owner shall be provided with the Contractor's estimate papers, Subcontractor agreements, supplier quotes, or other documents substantiating these values if so requested in writing by the Designer. The Contractor shall provide the requested documentation within seven (7) days after receipt of the Designer's written request. The Schedule of Values shall be subject to approval by the Owner, and if the Owner and the Contractor cannot agree upon the Schedule of Values, the Designer shall prepare it, and the Schedule of Values as prepared by the Designer shall be binding on the Owner and the Contractor. No Request for Payment shall be certified by the Designer until the Designer has issued approval of said Schedule of Values.





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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20.2 Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Designer a Request for Payment for Work done during the previous calendar month. The Request for Payment shall be in form of AIA Document G702 (latest edition) and shall show substantially the value of Work done (including the value of material delivered to the Project or stored by the Contractor at another site, subject to the conditions hereinafter set forth) during the previous calendar month, and shall sum up the financial status of the Work with the following information:

- a) Total Contract Price, including any adjustment thereto made pursuant to the Contract Documents.
- b) Value of Work completed and materials properly stored to date.
- c) Less amount retained.
- d) Less previous payments.
- e) Current amount due.
- f) Balance remaining.

The Contractor, upon request of the Designer, shall substantiate the request with invoices, vouchers, payrolls, or other evidence.

20.3 When payment is requested or made on an account of stored materials, such materials must be stored on the Owner's property at such places and in such a manner as may be designated by the Designer. However, in the sole discretion of the Owner, with permission in writing from the Designer and Owner and under such circumstances as may be determined by the Owner, such materials may be stored in a bonded warehouse. The location and conditions for storage of such materials away from the Owner's property in a bonded warehouse shall be within the sole discretion of the Owner. Requests for Payment on account of stored materials shall be accompanied by paid invoices, bills of sale, warehouse receipts, or other documentary evidence establishing Owner's title to such materials, evidence that the stored materials are insured against loss and damage, and such other documentation as required by the Designer. Responsibility for the quantity, quality, and condition of such stored materials, whether stored on the Owner's property or away from the Owner's property, shall remain with the Contractor regardless of ownership or title. No payment shall be made on account of materials stored in a bonded warehouse unless the Contractor has acquired written permission from the Designer for such storage of materials and has complied with all conditions set forth in such permission regarding such storage of materials in a bonded warehouse.

20.4 Any Request for Payment received by the Designer on or before the fifth (5th) of the calendar month shall be certified for payment or returned for re-submission to the Contractor on or before the fifteenth (15th) of the calendar month. The Designer's certification shall be for the amount which was requested or that which the Designer has decided was justly due, and shall state in writing to the Contractor and Owner the reasons for withholding payment of any or all of the amount requested.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 20.5 The Designer may fail to certify all or part of any payment requested for any of the following reasons:
- a) Defective Work not corrected.
  - b) Suits, actions, or claims of any character filed against the Contractor, or due to the operations of the Contractor, or information or notice that a suit, action, or claim will be filed or has been made.
  - c) Information or notice that a Subcontractor or a supplier has not received payment.
  - d) The balance unpaid of the Contract Price is insufficient to complete the Work in the judgment of the Designer or Owner.
  - e) Damage to the Owner or another contractor.
  - f) Inability of the Contractor to meet a Completion Date, including an anticipated failure to meet a Completion Date entitling the Owner to withhold anticipated Liquidated Damages in accordance with paragraphs 13.16 and 13.18 hereof.
  - g) Failure to furnish Submittal as required by the Contract Documents on a timely basis in accordance with the Submittal Register.
  - h) Such other reason as to the Designer may appear prudent, proper, or equitable.

When grounds for withholding certification have been corrected, the Designer shall so certify to the Owner and the Owner shall make any payment due with respect to such certification as a part of his next payment after such certification.

- 20.6 No certificate issued or progress payment made shall constitute an acceptance of the Work or any part thereof.
- 20.7 The amount certified by the Designer for payment shall be ninety-five percent (95%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraph 20.4, and this amount shall be paid by the Owner on or before the last business day of the month, but payment shall not be past due until not paid within fifteen (15) days thereafter.
- 20.8 After certification by the Designer that the Work is fifty percent (50%) complete, based on a determination that the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, (except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete) and the Contractor has provided to the Owner the written consent of its sureties to the cessation of further percentage retention, the amount certified for payment with respect to subsequent Requests for Payment shall be one hundred percent (100%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with



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paragraphs 20.4 and 20.5; provided, however, that the aggregate of periodic payments shall not exceed ninety-seven and one half percent (97.5%) of the Contract Price. If the Owner determines that the Contractor's performance under the Contract is unsatisfactory, the Owner may resume withholding percentage retention from each subsequent periodic payment application up to the maximum amount of five percent (5%) of the Contract Price.

### ARTICLE 21. FINAL PAYMENT

- 21.1 If the Work of the Contractor is limited to demolition, pilings, caissons and/or structural steel, the remaining unpaid balance of the Contractor's Contract Price, less a sum equal to five-tenths percent (0.5%) of the Contract Price, shall be paid within sixty days following receipt of the following documents, all of which must be received before payment shall become due: (i) request for payment from the Contractor; (ii) receipt of consent from the Contractor's surety to the payment; and (iii) approval or certification from the Designer that the work performed by the Contractor is acceptable and in accordance with the Contract Documents.
- 21.2 Except as set forth in paragraph 21.1, within forty five days after Substantial Completion of the Project, the remaining unpaid balance of the Contract Price shall be paid to the Contractor, less an amount equal to two and one-half times the value of punch list work or other work remaining to be completed or corrected, as reasonably estimated by the Owner.
- 21.3 Upon Substantial Completion, the Designer shall prepare and submit to the Contractor a deficiency list identifying all portions of the Work which are known by the Designer at that time to be incomplete or defective. Within thirty (30) days of receipt of this deficiency list, the Contractor shall complete and correct all items on that list along with all other Work required to achieve Final Completion of the Work. At any time prior to completion of the period of warranty, the Designer may submit to the Contractor a supplemental deficiency list, in which case the Contractor shall complete or correct any and all new items identified on the Supplemental deficiency list within the time period stipulated in paragraph 18.3.
- 21.4 Final Payment of any remaining balance of the Contract Price shall not be due to the Contractor until the Contractor achieves Final Completion of the Project.
- 21.5 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Owner except:
- a) Claims arising from unsettled liens or claims against the Contractor.
  - b) Defective Work or materials appearing after Final Payment.
  - c) Failure of the Contractor to perform the Work in accordance with the Contract Documents.
  - d) As conditioned in the Performance Bond.
  - e) Claims made prior to Final Payment which remain unsettled.
  - f) Amounts due arising under Articles 18 and 28.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- g) Claims for recovery of overpayment based upon incorrect measurement, estimate, or certificate.

21.6 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those claims previously made in writing pursuant to paragraph 15.2 and not finally resolved.

21.7 The Designer shall not authorize Final Payment until all of the Work under the Contract Documents has been certified by the Designer as completed, proper and suitable for occupancy and use, and has been approved by all federal, state and local agencies having jurisdiction.

21.8 The final Request for Payment shall be identified on its face as such and shall be presented by the Contractor to the Designer within thirty (30) days of completion of the Work. Final payment of the retained amount due the Contractor shall be made by the Owner within thirty (30) days after the later of (i) full and Final Completion of all Work required by the Contract Documents, and certification of such Work in accordance with paragraph 20.4; (ii) submission of the affidavits of other documentation required by Article 22; (iii) submission by the Contractor of a Request for Payment identified on its face as final and including the Designer's certification.

### **ARTICLE 22. CONTRACTOR, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT**

22.1 The Final Payment due the Contractor on account of the Contract Documents shall not become due until the Contractor has furnished to the Owner through the Designer: (A) an affidavit by the Contractor signed, sworn, and notarized to the effect that all payments for materials, services, or for any other reason in connection with the Work or performance of the Contract Documents have been satisfied and that no claims or liens exist against the Contractor in connection with the same; (B) affidavits from each Subcontractor and supplier signed, sworn, and notarized to the effect that (i) each such Subcontractor or supplier has been paid in full by the Contractor for all Work performed and/or materials supplied by him in connection with the Project, and (ii) that all payments for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the Subcontractor or supplier in connection therewith; and (C) the written consent of the Contractor's sureties to Final Payment. In the event that the Contractor cannot obtain an affidavit, as required above, from any Subcontractor or supplier, the Contractor shall state in the Contractor's affidavit that no claims or liens exist against such Subcontractor or supplier to the best of the Contractor's knowledge, and that if any appear afterwards, the Contractor shall save the Owner harmless for all costs and expenses, including attorneys fees, on account thereof.

### **ARTICLE 23. ASSIGNMENTS AND SUBCONTRACTS**

23.1 The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner. Except as may be required under terms of the bonds required by the Contract Documents, no funds or sums of money due or to become due to the Contractor under the Contract Documents may be assigned.



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### ARTICLE 24. MEASUREMENTS

- 24.1 Before ordering material or doing Work which is dependent for proper size or installation upon coordination with building conditions, the Contractor shall verify all dimensions and shall be responsible for the correctness of same. No consideration will be given for any claim based on differences between the actual dimensions and those indicated in the Contract Documents. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the Designer for adjustment before any Work affected thereby is begun.

### ARTICLE 25. CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

- 25.1 Within thirty (30) days after initial receipt of the Construction Agreement for signatures the Contractor shall submit to the Designer and Owner for acceptance a current list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for any and all portions of the Work. The Contractor shall provide this list at this time even if the Contractor was required to submit a list of proposed Subcontractors with the Contractor's bid. The Designer shall promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has objection to any such proposed person or entity or if it needs additional information to evaluate the persons on the list. Failure of the Designer to reply within ten (10) days after the Contractor has furnished all required information shall constitute notice of no objection.

The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Designer has made reasonable objection. If the Designer or Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner and the Designer have no reasonable objection. The Contractor shall make no substitution for any Subcontractor, person, or entity previously allowed without first notifying the Designer and Owner in writing and no substitution may be made if the Owner or Designer makes a reasonable objection to such substitution.

- 25.2 The Contractor agrees that the terms of the Contract Documents, including all portions thereof, shall apply to all Subcontractors of the Contractor as if they were the Contractor, and that the Subcontractors of the Contractor shall, by means of their subcontracts, be bound by all the terms of the Contract Documents including, but not limited to, Article 26 of these General Conditions.
- 25.3 Payments to Subcontractors shall be made in accordance with the provisions of N.C. Gen. Stat. §143-134.1.

### ARTICLE 26. USE OF PREMISES

- 26.1 The Contractor shall confine apparatus, the storage of materials, the operations of workers, and the disposal of material to limits indicated by law, ordinances, permits, and directions of the Designer, if any.
- 26.2 The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance, or configuration.



## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- 26.3 The Contractor shall enforce all of the Designer's instructions, including, but not limited to, those regarding signs, advertisements, fires, and smoking.

### **ARTICLE 27. CUTTING, PATCHING AND FITTING**

- 27.1 The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and fit it to receive or to be received by Work shown in or which can be reasonably implied from the Contract Documents.

### **ARTICLE 28. DISPUTE RESOLUTION**

- 28.1 The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Appendix A shall be a part of the Contract Documents. Prior to initiating an action under this Article, any party to this Agreement shall initiate the mediation process as provided in Appendix A to these General Conditions of the Contract for Construction.

- 28.2 Any person or firm that expressly or impliedly agrees to perform labor or services or to provide material, supplies, equipment, work, performance or payment bonds, insurance or indemnification for the construction of the Project or the Work shall be deemed a party to this Agreement solely for the purpose of this Article 28. The Contractor, by means of its subcontracts, shall specifically require its Subcontractors to be bound by this Article.

### **ARTICLE 29. TAXES**

- 29.1 The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. The Contractor shall maintain all tax records during the life of the Project and furnish the Owner with a complete listing of all taxes paid by taxing authority, invoice number, date, amount, etc. in a form acceptable to the Owner. The Contractor is required to maintain a file showing taxes paid on the Project for three (3) years after Final Payment or turn said documents over to the Owner for his files.

- 29.2 The following is a list of requirements to be followed by the Contractor in maintaining proper records and reporting the North Carolina Sales and Use Tax and Local Sales and Use Tax. The Contractor shall comply fully with the requirements outlined below, in order that the Owner may recover the amount of the tax permitted under the law.

- a) It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of his Subcontractors. Such evidence shall be transmitted to the Owner with each pay request regardless of whether taxes were paid in that period.





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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- b) The documentary evidence shall consist of a certified statement by the Contractor and each of the Contractor's Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.
- c) Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- d) The Contractor shall not be required to certify the Subcontractor's statements.

### **ARTICLE 30. OPERATION OF OWNER'S FACILITIES**

- 30.1 The Contractor agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent facilities. The Contractor further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous operation. The Contractor shall not close any areas of construction until so authorized by the Designer. The Contractor shall control operations to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

### **ARTICLE 31. THIRD PARTY BENEFICIARY CLAUSE**

- 31.1 It is specifically agreed between the parties executing the Agreement that, with the specific exception set forth paragraph 7.24 hereof, and that exception only, the Contract Documents and the provisions therein are not intended to make the public, or any member thereof, a third-party beneficiary of the Agreement, or to authorize anyone not a party to the Contract Documents to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of the Contract Documents.

### **ARTICLE 32. MEASUREMENT OF QUANTITIES**

- 32.1 All Work completed under the Contract Documents shall be measured by the Contractor using United States customary units of measurement. The method of measurement and computations to be used in determination of quantities of material furnished and of Work performed under the Contract Documents shall be those methods set forth in the Contract Documents or, if not specifically set forth therein, the method generally recognized as conforming to good engineering practice.

### **ARTICLE 33. TERMINATION BY THE OWNER FOR CAUSE**

- 33.1 If the Contractor fails to begin or complete the Work under the Contract Documents within the time specified, or fails to perform the Work with sufficient labor and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work for three (3) days, or if the Contractor shall become insolvent, be declared bankrupt, commit any act of bankruptcy or insolvency, allow any final judgment to stand against the Contractor or its affiliated



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companies unsatisfied for a period of forty-eight (48) hours, 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 to the Contractor and the Contractor's sureties of such delay, neglect, or default, specifying the same, and if the Contractor within a period of three (3) days after such notice shall not proceed in good faith and with reasonable speed to correct such delay, neglect, or default in accordance with such notice, the Owner shall have full power and authority, to the extent permitted by law, without violating the Contract Documents, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials and equipment at the Project as may be suitable and acceptable, and may enter into an agreement for the completion of the Work or pursue such other methods as in the Owner's opinion shall be necessary or appropriate for the completion of the Work in an acceptable manner. All costs and charges incurred by the Owner in proceeding in accordance with the preceding sentence, including attorney's fees, and all costs incurred by the Owner in completing the Work shall be deducted from any money due or which becomes due the Contractor. If such costs and expenses incurred by the Owner shall be less than the sum which would have been payable under Contract Documents if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but if such costs and expenses shall exceed the sum which would have been payable under the Contract Documents, the Contractor and the Contractor's surety shall be liable to the Owner for and shall pay to the Owner the amount of such excess.

### **ARTICLE 34. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE**

- 34.1 The Owner may, without cause, order the Contractor to terminate, suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 34.2 If the Contractor is subsequently ordered by the Owner to resume the Work, any cost or expenses to which the Contractor may be entitled by reason of the suspension, delay, or interruption shall be recovered by means of a Change Order in accordance with Articles 13 and 14 hereof and the Contract Construction Schedule shall be adjusted in accordance with Article 13 hereof.
- 34.3 The Owner shall terminate the Work or portion thereof by written notice when the Contractor is prevented from proceeding with the Work as a direct result of an executive order of the President with respect to the prosecution of war or in the interest of national defense.
- 34.4 In the event of termination by the Owner under this Article, the Contractor shall be entitled to receive the reasonable and documented direct costs incurred prior to termination, including the cost of materials purchased for the Work which purchases cannot be canceled or which material cannot reasonably be used by the Contractor on other work, and the cost of closing down the Project in a safe and efficient manner, plus ten percent (10%) thereof for overhead and profit, subject to the following conditions:
  - a) When the Contract is terminated before completion of all items of Work, payment shall be made for the actual number of units or items of Work completed at the applicable contract prices, or as mutually agreed for items of Work partially complete. If a mutual agreement cannot be reached, the Owner shall have the





## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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authority to make such equitable adjustment as it deems warranted and the Final Payment shall be made accordingly.

- b) Reimbursement for organization of any Work and moving equipment to and from the job shall be considered when not otherwise provided for in the Contract Documents where the volume of completed Work is too small to compensate the Contractor for those expenses under unit prices. If a mutual agreement cannot be reached, the Owner will have the authority to make such equitable adjustments as it deems warranted and the Final Payment will be made accordingly.
- c) Materials obtained by the Contractor for the Work that have been inspected and accepted by the Designer and that are not incorporated in the Work shall, at the request of the Contractor, be purchased from the Contractor at the Contractor's actual cost as shown by receipted bills and actual costs records at such points of delivery as may be determined by the Owner.
- d) No payment shall be made by Owner to Contractor except as herein above provided. No claim for loss of anticipated profits shall be considered or allowed.
- e) Termination of the Contract shall not relieve the Contractor of his responsibilities for any completed portion of the Work nor shall it relieve his sureties of their obligation for and concerning any just claims arising out of the Work performed.

The Contractor shall not be entitled to any other compensation, including compensation for lost profit, lost opportunity, or any other direct or consequential cost, loss, or damage.

### **ARTICLE 35. MINORITY BUSINESS ENTERPRISE PROGRAM**

- 35.1 The Contractor shall at all times comply with the latest edition of the Wake County Minority Business Enterprise Policy. All documentation substantiating compliance with the requirements of this program shall be delivered to the Owner as stipulated in the Contract Documents. A copy of the Wake County Minority Business Enterprise Policy is included in the Project Manual.

### **ARTICLE 36. GENERAL**

- 36.1 If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- 36.2 The titles to Articles herein are for convenience only, are not substantive parts of the General Conditions, and are not to be considered in interpreting the Contract Documents.

END OF GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION

**COUNTY OF WAKE**  
**WILLOW SPRINGS ELEMENTARY SCHOOL TRACK REPAVING**

**TYPICAL SUPPLEMENTARY GENERAL CONDITIONS**

**GENERAL**

These Supplementary Conditions contain changes and additions to the project "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", as published herein. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause shall remain in effect.

**ARTICLE 1 - DEFINITIONS**

Paragraph 1.13: At the end of the existing paragraph, add the following:

The Contract Time is 42 consecutive calendar days until Substantial Completion and 30 Additional consecutive calendar days until final completion, beginning on the Date of Commencement as specified in the written Notice-to-Proceed.

Paragraph 1.18: Delete the last sentence in its entirety and substitute the following in lieu thereof:

“A list of the Drawings is contained in the “Supplementary General Conditions.”

The Drawings applicable to this Contract are as follows:

C0.0 – COVER SHEET

C1.0 – EXISTING CONDITIONS & DEMOLITION PLAN

C2.0 – SITE LAYOUT PLAN

C3.0 – GRADING & DRAINAGE PLAN

C4.0 – EROSION & SEDIMENT CONTROL PLAN

C5.0 – SITE DETAILS

C5.1 – SITE DETAILS

C5.2 – NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

C5.3 – NCG01 SELF-INSPECTION, RECORDKEEPING, AND REPORTING

**ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS**

Paragraph 3.3: At the end of the existing paragraph, add the following paragraph:

“To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are

**COUNTY OF WAKE**  
**WILLOW SPRINGS ELEMENTARY SCHOOL TRACK REPAVING**

aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.”

“By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

“Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.”

Add the following paragraph:

- “3.5 A Pre-Bid Conference will be held at **Willow Springs Elementary School at 10:00am, Eastern Standard Time, on June 9<sup>th</sup>, 2022.** Purpose of conference is for prospective Bidders to familiarize themselves with the site and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of Drawings and Specifications can be made. Conflicts in documents, if any, will be resolved by written addendum. (Reference “Instructions to Bidders, Paragraph 4.).”

**ARTICLE 5. INSURANCE AND INDEMNITY**

Paragraph 5.1.2: In addition to all other endorsements required by the General Conditions, if the Contractor is required to transport, dispose of or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances, the policy of insurance shall be further endorsed to include the following:

Insurance Service Office (ISO) Form #CA 00 01 06 92 or its equivalent, amending exclusion 11 in the following manner:

- i. Delete section a. (1) a.: (Pollution) "being transported or towed by, or handled for movement into, onto or from, the covered auto."
- ii. Delete section a. (1) b.: "Otherwise in the course of transit by the insured."

The Contractor and transporter must comply with all applicable DOT and EPA requirements.

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Paragraph 5.1.4: Add the following Paragraph [as necessary if the Contractor or its Subcontractor is required to consolidate, transfer, transport, dispose of, store or otherwise handle hazardous or toxic waste, material, chemicals, compounds or substances at any location]:

“Pollution Legal Liability (PLL)”

A PLL policy must be provided for the Project. Coverage must be sudden and non-sudden, and include:

- a) Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;
- b) property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; and
- c) Defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

The Owner must be named as Additional Insured, and a Non-Owned Disposal Site Endorsement must be provided, scheduling the appropriate landfill.

Minimum PLL limits of coverage shall be:

Per Loss	\$1,000,000
All Losses	\$2,000,000

**ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS**

Paragraph 6.1: At the end of the existing paragraph, add the following:

“Four (4) copies of the Contract Documents will be furnished to the Plumbing, HVAC, Electrical, and Landscape Contractors.”

“Four (4) copies of the Contract Documents will be furnished to the General Contractor.”

**ARTICLE 7. CONTRACTOR**

Paragraph 7.13: Amend with the addition of the following paragraph:

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“The General Contractor shall secure and pay for all building permits, including plumbing, electrical, HVAC and for the permit from the office of the Fire Marshall. The Cost for the Express Permit Review, if necessary, will be paid by others and is not the responsibility of the Contractor.”

**ARTICLE 10. DESIGNER**

Add the following paragraphs:

- “10.5 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Substantial Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not substantially complete, successive site visits to determine Substantial Completion will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.
- “10.6 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Final Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not complete, successive site visits to determine Final Completion of the Work will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

**ARTICLE 13 - CONTRACT TIME**

Paragraph 13.18: Add the following:

“If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step One Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable

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pre-estimate of damages the Owner will incur as a result of delayed Substantial Completion of the Work:

[Two Hundred Fifty] Dollars (\$250) per consecutive calendar day

If the Contractor fails to achieve Final Completion of the Work within thirty (30) consecutive calendar days of the actual date of Substantial Completion of the Work, the Owner shall be entitled to retain or recover from the Contractor, as Step Two Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following the actual date of Substantial Completion and continuing until the actual date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Final Completion of the Work:

[One Hundred Fifty] Dollars (\$150) per consecutive calendar day

The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Should the amount of any liquidated damages exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

**ARTICLE 29 – TAXES**

Paragraph 29.1: Add the following to the existing paragraph:

“The Contractor is to use the Sales Tax Reporting Form attached to the contract documents for reporting taxes paid.

**ARTICLE 36. GENERAL**

Add the following paragraph:

“36.3 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.”

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

**APPENDIX A**  
**TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

**DISPUTE RESOLUTION PROCEEDURES FOR WAKE COUNTY BUILDING  
CONSTRUCTION RENOVATION AND REPAIR PROJECTS**

Table of Rules

**Rule**

- 1. Initiating Mediated Settlement Conferences**
  - A. Purpose of Mandatory Settlement Conferences
  - B. Initiating the Dispute Resolution Process
- 2. Selection of Mediator**
  - A. Mediator Listing
  - B. Selection of Mediator
  - C. Disqualification of Mediator
- 3. The Mediated Settlement Conference**
  - A. Where Conference is to be Held
  - B. When Conference is to be Held
  - C. Request to Modify Deadline for Completion
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  - E. Project Delay
- 4. Duties of Parties and Other Participants in Formal Dispute Resolution Process**
  - A. Attendance
  - B. Finalizing Agreement
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- 5. Authority and Duties of Mediators**
  - A. Authority of Mediator
  - B. Duties of Mediator
- 6 Compensation of the Mediator**
- 7. Rule Making**
- 8. Definitions**
- 9. Time Limits**

## **RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES**

- A. Purpose of Mandatory Settlement Conferences.** Pursuant to G.S. §143-128(f1) and 143-135.26(11), these Rules are promulgated to implement a mediated settlement program designed to focus the parties' attention on settlement rather than on claim preparation and to provide an opportunity for orderly settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.
- B. Initiating the Dispute Resolution Process**
- 1) Any party to a County public construction contract (referred to herein generally as the "Contract") governed by Article 8. Ch. 143 of the General Statutes and identified in G.S. § 143-128(f1) and who is a party to a dispute arising out of the Contract and the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the County for mediation of the dispute.
  - 2) Prior to submission of a written request for mediation to the County, the parties should give notice of any and all claims in accordance with their respective contracts, obtain decisions on the claims as required or allowed by their respective contracts, and attempt to resolve the dispute according to the terms and conditions in their respective contracts. The Mediator may adjourn any mediated settlement conference if the Mediator believes, in his or her sole discretion, that the parties have not satisfied all of the terms and conditions of their respective contracts and that doing so will enhance the prospects for a negotiated settlement.
- C. Condition Precedent to Litigation.** Before any party to a Contract may commence a civil action against the County seeking remedies for breach or non-performance of the Contract by the County, said party must first initiate the dispute resolution process under these rules and attend the mediated settlement conference.

## **RULE 2. SELECTION OF MEDIATOR**

- A. Mediator Listing.** A list of Mediators acceptable to the County is attached to and incorporated by reference into these Rules. The party requesting mediation shall select a Mediator from the designated list. If the County fails to provide a list of acceptable mediators, the list of Mediators shall be deemed to be the list of mediators certified by the North Carolina Dispute Resolution Commission to conduct mediated settlement conferences in the North Carolina Superior Courts.
- B. Selection of a Mediator.** The party requesting mediation shall select a Mediator from the County's list of Mediators and shall file, with the County, a Notice of Selection of Mediator within 21 days of the request for mediation. Such notice shall state the name, address, and phone number of the Mediator selected. If the Mediator selected is not available or declines to participate for any reason, the requesting party shall select another person from the County's list of Mediators. If the party requesting mediation does not select and designate a mediator within 21



days of the request for mediation, the County shall have the right in its absolute discretion to appoint a mediator from its list of Mediators.

- C. **Disqualification of Mediator.** Any party may request replacement of the Mediator for good cause. Nothing in this provision shall preclude Mediators from disqualifying themselves.

### **RULE 3. THE MEDIATED SETTLEMENT CONFERENCE**

- A. **Where Conference is to be Held.** Unless all parties and the Mediator otherwise agree, the mediated settlement conference shall be held in Wake County. The Mediator shall be responsible for reserving a place, making arrangements for the conference, and giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons or entities required to attend.
- B. **When Conference is to be Held.** The mediation shall be completed within 90 days after selection of the Mediator.
- C. **Request to Accelerate or Extend Deadline for Completion.** Any party or the Mediator may request the County to accelerate or extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the Mediator. Objections to the request must be promptly communicated to the County and to the Mediator.

The County, with the concurrence of the designated Mediator, may grant the request by adjusting the time for completion of the conference.

- D. **Recesses.** The Mediator may recess the mediation conference at any time and may set times for reconvening. If the Mediator determines the time and place where the conference is to reconvene before the conference is recessed, no further notice is required to persons present at the conference.
- E. **Project Delay.** The mediated settlement conference that results from a construction contract dispute shall not be cause for the delay of the construction project.

### **RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN FORMAL DISPUTE RESOLUTION PROCESS**

- A. **Attendance.**
  - 1. All parties to the dispute must designate an official representative to attend the mediation. .
  - 2. “Attendance” means physical attendance, not by telephone or other electronic means. Any attendee representing a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys representing parties may attend the mediation, but are not required to do so.
  4. Sureties and insurance company representatives are required to physically attend the mediation unless the Mediator and all of the other parties to the mediation excuse their attendance or consent to their attendance by telephone or other electronic means.
  5. The parties who attend a duly scheduled mediation conference shall have the right to recover their share of the Mediator's compensation from any party or parties who fail to attend the conference without good cause.
- B. Finalizing Agreement.** If an agreement is reached in the conference, the terms of the agreement shall be confirmed in writing and signed by all parties.
- C. Mediation Fees** charged by the Mediator shall be paid in accordance with G.S. § 143-128(f1).
- D. Failure to compensate Mediator.** Any party's failure to compensate the Mediators in accordance with G.S. § 143-128(f1) shall subject that party to a withholding of said amount of money from the party's monthly payment by the County.

Should the County fail to compensate the Mediator, it shall hereby be subject to a civil cause of action from the Mediator for the 1/3 portion of the Mediator's total fee as required by G.S. § 143-128(f1).

## **RULE 5. AUTHORITY AND DUTIES OF MEDIATORS**

### **A. Authority of Mediator.**

1. Control of Conference. The Mediator shall at all times be in control of the conference and the procedures to be followed.
2. Private Consultation. The Mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.
3. Scheduling the Conference. The Mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and Mediator. In the absence of agreement, the Mediator shall select the date for the conference.
4. Determining good cause for a party's failure to appear at a scheduled mediation conference.

### **B. Duties of Mediator.**

1. The Mediator shall define and describe the following at the beginning of the conference:
  - a. The process of mediation.
  - b. The difference between mediation and other forms of conflict resolution.
  - c. The costs of the mediated settlement conference.
  - d. That the mediated settlement conference is not a trial, the Mediator is not a judge, and the parties retain their legal rights if they do not reach settlement; however, the Mediator will advise all parties that failure to appear at mediation without good cause may result in imposition of sanctions and may be asserted as a bar to lawsuits by claimants who have failed to exhaust this administrative remedy.
  - e. The circumstances under which the Mediator may meet and communicate privately with any of the parties or with any other person.
  - f. Whether and under what conditions communications with the Mediator will be held in confidence during the conference.
  - g. The inadmissibility of conduct and statements as provided by G.S. §7A-38.1(1).
  - h. The duties and responsibilities of the Mediator and the participants.
  - i. That any agreement reached will be reached by mutual consent.
2. Disclosure: The Mediator has a duty to be impartial and to advise all participants of any possible bias, prejudice or partiality.
3. Declaring Impasse: The Mediator may determine at any time during the mediation conference that an impasse exists and that the conference should end.
4. Reporting Results of Conference. The Mediator shall submit a written report to the County and the other parties within 10 days of the conference stating whether or not the parties reached an agreement. The Mediator's report shall indicate the absence of any party from the mediated settlement conference without permission or good cause.
5. Scheduling and Holding the Conference. It is the duty of the Mediator to schedule the conference and conduct it prior to the deadline of completion set by the rules. The Mediator shall strictly observe deadlines for completion of the conference unless said time limit is changed by agreement of the parties.

**RULE 6.        COMPENSATION OF THE MEDIATOR**

- A. The parties shall compensate the Mediator for mediation services at the rate proposed by the Mediator and agreed to by the parties at the time the Mediator is selected. .

**RULE 7.        RULE MAKING**

- A. These Rules may be amended by the County at any time. Amendments will not affect mediations where claims and/or requests for mediation have been filed at the time the amendment takes effect

## **RULE 8. DEFINITIONS**

- A. “County” shall mean the County of Wake, North Carolina
- B. “Project Designer” is that person or firm stipulated as project designer in the Contract Documents for the project.
- C. “Claim” is a demand or assertion by a party seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the parties to a Contract involved in the County’s building construction renovation and repair projects arising out of or relating to the Contract or the construction process. Claims must be initiated by a written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- D. “Good Cause” generally includes any circumstance beyond the control of a party, which prevents that party from meeting obligations. When good cause is asserted as an excuse for a party’s failure to appear at a mediation conference or to otherwise comply with the requirements of these Rules, the Mediator, in his or her sole discretion, will determine whether good cause exists to excuse the party’s failure to appear or otherwise comply with these rules.

## **RULE 9. TIME LIMITS**

- A. Any time limit provided for by these Rules may be waived or extended at the sole discretion of the County, if no Mediator has been selected, and at the discretion of the County with concurrence of the Mediator if a Mediator has been selected.

**APPENDIX A1: MEDIATOR LIST**

<b>Name</b>	<b>Bar #</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
David M. Barnes	12854	PO Box 10096 Raleigh, NC 27605	919-783-2812	919-783-1075	<a href="mailto:dmbarnes@poynerspruill.com">dmbarnes@poynerspruill.com</a>
Robert Beason	5502	PO Box 52270 Durham, NC 27717	919-419-8979	919-403-8533	<a href="mailto:rbeason@beasonellis.com">rbeason@beasonellis.com</a>
William A. Blancato	12729	633 W. 4 <sup>TH</sup> Street, Suite 150 Winston-Salem, NC 27101	336-725-9416	336-725-5129	<a href="mailto:blancato@bdl-law.com">blancato@bdl-law.com</a>
Richard T. Boyette	7623	PO Box 27808 Raleigh, NC 27611	919-828-5100	919-828-2277	<a href="mailto:rtb@cshlaw.com">rtb@cshlaw.com</a>
Jacqueline R. Clare	10277	1011 Vance Street Raleigh, NC 27608	919-755-9979	919-755-9512	<a href="mailto:jclare@mindspring.com">jclare@mindspring.com</a>
Thomas C. Duncan	1255	PO Box 989 Greensboro, NC 27402	910-379-1390	910-379-1198	<a href="mailto:duncan@hillevans.com">duncan@hillevans.com</a>
Sidney Smith Eagles	1271	PO Box 27525 Raleigh, NC 27611	919-755-8771	919-755-8800	<a href="mailto:sid.eagles@smithmoorelaw.com">sid.eagles@smithmoorelaw.com</a>
Rene Stemple Ellis	DC/PA	PO Box 52270 Durham, NC 27712	919-417-9979	919-403-8533	<a href="mailto:rellis@beasonellis.com">rellis@beasonellis.com</a>
Marshall Gallop	6626	PO Box 7100 Rocky Mount, NC 27804	252-937-2200	252-937-8100	<a href="mailto:mgallop@bwsu.com">mgallop@bwsu.com</a>
Allen Holt Gwyn		PO Box 20744 Greensboro, NC 27420	336-691-9222	336-691-9259	<a href="mailto:ahgwyn@cgspllc.com">ahgwyn@cgspllc.com</a>
Jonathan R. Harkavy	5238	PO Box 29269 Greensboro, NC 27429	336-370-4200	336-274-8490	<a href="mailto:jharkavy@aol.com">jharkavy@aol.com</a>
Joseph R. John	2361	11800 Black Horse Run Raleigh, NC 27613	919-676-8796	919-676-8796	<a href="mailto:jo638sr@aol.com">jo638sr@aol.com</a>
J. Anderson Little	6730	PO Box 16205 Chapel Hill, NC 27514	919-967-6611	919-967-3212	<a href="mailto:jandersonlittle@nc.rr.com">jandersonlittle@nc.rr.com</a>
James D. Llewellyn	2732	PO Box 567 Atlantic Beach, NC 28512	252-559-2714	252-726-1973	<a href="mailto:judgelew@embarqmail.com">judgelew@embarqmail.com</a>
Charles K. McCotter		PO Box 12800 Newbern, NC 28561-2800	252-635-1005	252-635-5050	<a href="mailto:ckm@justice.com">ckm@justice.com</a>
Peter M. McHugh	6269	915 Country Club Drive Reidsville, NC 27320	336-361-9557	336-361-9569	<a href="mailto:pmchugh@triad.rr.com">pmchugh@triad.rr.com</a>
Charles E. Nichols	10448	PO Box 20389 Raleigh, NC 27619-0389	919-787-8800	919-781-0811	<a href="mailto:nichols@manningfulton.com">nichols@manningfulton.com</a>
Jeffrey B. Parsons	16006	PO Box 30933 Raleigh, NC 27622	919-789-9242	919-789-9242	<a href="mailto:jparsons@cgspllc.com">jparsons@cgspllc.com</a>
J. Dickson Phillips	8941	PO Drawer 4825 Chapel Hill, NC 27515	919-967-8989	919-419-1429	<a href="mailto:dphillips@lapgh.com">dphillips@lapgh.com</a>
Lacy M. Presnell	7272	PO Box 10867 Raleigh, NC 27605	919-782-1441	919-782-2311	<a href="mailto:lpresnell@bdppa.com">lpresnell@bdppa.com</a>

***MEDIATOR LIST***

<b>Name</b>	<b>Bar #</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
John L. Shaw	3950	PO Box 10096 Raleigh, NC 27605	919-783-6400	919-783-1075	jshaw@poynerspruill.com
Edwin M. Speas	4112	PO Box 10096 Raleigh, NC 27607	919-783-6400	919-783-1075	espeas@poynerspruill.com
Odes L. Stroupe	4983	3105 Glenwood Ave., Suite 300 Raleigh, NC 27612	919-881-0338	919-881-9548	stroupe@bcs-law.com
Arthur A. Vreeland	6899	4 Parkmont Court Greensboro, NC 27408	336-288-7500	336-288-7500	aavreeland@aol.com
Charles P. Younce	4891	PO Box 3486 Greensboro, NC 27402	336-379-0123	336-379-9894	cyounce@jymmlaw.com
Julia F. Youngman	21320	PO Box 33550 Raleigh, NC 27636	919-865-7000	919-865-7010	julie_youngman@elliswinters.com

**APPENDIX B**  
**CONTRACTOR'S SALES TAX REPORT**  
**N.C. STATE & LOCAL SALES TAXES PAID**

Owner: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_

Project: \_\_\_\_\_  
For Period: \_\_\_\_\_  
To: \_\_\_\_\_

Vendor	Material Purchased	Address	Invoice Number	Date	Invoice Subtotal	NC Tax	County Tax	Transit Tax	Name of County Where Goods Were Received
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
					\$0.00	\$0.00	\$0.00	\$0.00	
<b>Totals:</b>					\$0.00	\$0.00	\$0.00	\$0.00	

I hereby certify that, during the period stated above, North Carolina sales and use taxes were paid as listed above, with respect to building materials, supplies, fixtures, and equipment which have become a part of, or annexed to, a building or structure erected, altered or repaired for the County of Wake, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above.

Sworn to and Subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_

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

Notary

My Commission expires \_\_\_\_\_

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

## Application and Certificate for Payment

TO OWNER:	PROJECT: Sample Application & Certificate for Payment Sample	APPLICATION NO: 001 PERIOD TO: CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: 00041000 / / 503xxxxx	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIDI: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:		

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 0.00
2. Net change by Change Orders .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ 0.00
b. 0 % of Stored Material  (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$ 0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Date: \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

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

Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO: 00041000

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	<b>GRAND TOTAL</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00

CLOSE OUT CHECK LIST

PROJECT: \_\_\_\_\_

TASK DESCRIPTION

COMPLETED

**APPENDIX D**

**CERTIFICATE OF CONTRACT COMPLETION and CONTRACTOR'S AFFIDAVIT**

CONTRACTOR: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_ THEA PROJECT NO.: \_\_\_\_\_

I CERTIFY: That the work under the above named contract, including all amendments thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the project, including those incurred by Subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of Owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reasons of work on the project under the contract; that all Workmen's Compensation claims have been settled and that no public liability claims are pending. Affidavit is made for the purpose of obtaining final payment on said contract.

CONTRACTOR:

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

Sworn to and subscribed before me, a  
notary public, this    day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public My

commission Expires: \_\_\_\_\_

**SECTION 01 02 00**  
**GENERAL SITEWORK REQUIREMENTS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. The provisions of the Contract Documents apply to the work of this Section.

**1.2 SITEWORK LAYOUT**

- A. Monuments and Benchmarks
  - 1. Maintain all monuments, property corners, bench marks and other reference points.
  - 2. If these are disturbed or destroyed during construction operations, have them replaced by a surveyor licensed in the State of North Carolina. This replacement shall be at no additional expense to the Contract.
- B. Laying out the Work.
  - 1. Locate all existing bench marks and other reference points.
  - 2. Protect these points throughout construction.
  - 3. Layout work utilizing these reference points.
- C. Record Drawings
  - 1. Maintain a record of the locations of all underground utilities and piping.
  - 2. Maintain a record of any variations of the work.
  - 3. Record Drawings shall be certified by a Land Surveyor registered in the State of North Carolina.
  - 4. Submit these record drawings at Project Closeout.

**1.3 EASEMENTS**

- A. None Identified

**1.4 MAINTENANCE OF TRAFFIC**

- A. Maintain vehicular and pedestrian traffic across the frontage of this project. Comply with all applicable safety requirements.

**1.5 SUBMITTALS**

- A. For those submittals, close-out documents and O&M manuals requiring review by the Engineer's consultants, contractor shall ship such documents directly to the consultant, while sending a copy of the transmittal to the engineer

**1.6 CORRELATION OF CONSTRUCTION DOCUMENTS**

- A. Review construction documents thoroughly prior to the start of construction.
- B. Report any conflict or discrepancy discovered in the Construction Documents to the Architect prior to the start of construction.
- C. Report any conflict or discrepancy discovered between the Construction Documents and state and local governmental regulations to the Architect prior to the start of construction.

**1.7 PROJECT CONDITIONS**

- A. The conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to natural occurrences prior to the start of work.
- B. The location of existing underground utilities indicated are approximate only. Field locate

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all existing underground utilities in the area of work, regardless of whether or not they are indicated on the drawings.

1. Hire a private utility locating company and /or utilize "NC one call" by calling 1-800-632-4949 prior to the start of work for assistance in the location of existing underground utilities.
- C. Should charted, uncharted or incorrectly charted utilities be encountered during demolition, contact the Architect immediately for instructions. Cooperate with Owner and utility companies to keep services and facilities in operation.
- D. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Civil Engineer and then only after acceptable temporary utility services have been provided.
  1. Provide a minimum 48-hours' notice to the Civil Engineer and receive written notice to proceed before interrupting any utility.

**1.8 SCHEDULING**

- A. Provide schedule in accordance with the contract.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION**

**3.1 PROJECT CLEAN UP**

- A. Clean site as construction progresses. Do not allow trash or other waste materials to accumulate.
- B. Prior to requesting the punch-list inspection, clean the site to the following requirements:
  1. Power wash all walks and pavements.
  2. The remainder of the site shall be broom clean.
  3. Remove all trash and debris.

**3.2 EXISTING FACILITIES**

- A. Preserve existing signs, markers, guardrails and fences in their original condition unless written permission is obtained for their removal and replacement.
- B. Replace damaged items at no additional cost to the Contract.

**END OF SECTION 01 02 00**

SECTION 01 10 00  
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT INFORMATION

- A. Project Identification: Willow Springs Elementary School Track Repaving
- B. Project Location: 6800 Dwight Rowland Rd, Willow Spring, NC 27592
- C. Owner: Wake County Board of Education
- D. Engineer: Timmons Group, 5410 Trinity Road Suite 102, Raleigh, NC 27607

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists generally of the following:
  - 1. Tree clearing, site demolition, asphalt paving, concrete sidewalks, grading and drainage, erosion control, and grassing. Alternate bids include: Track Field Drainage Improvements and Adjacent Playground Drainage Improvements
- B. Type of Contract
  - 1. Project will be constructed under a single prime contract.

1.4 PHASED CONSTRUCTION

- A. The Work shall be coordinated with the Owner who will perform a portion of the work.

1.5 ACCESS TO SITE

- A. General: Contractor shall have use of Project site for construction operations as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Work shall be performed during normal Base operating hours.
- B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

**SECTION 01 21 00**  
**ALLOWANCES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
  - 2. Include total cost of allowances in the base bid. Should allowances not be used, issue a deduct change order at the end of the project equal to the balance of cost for unused allowances.
  - 3. Allowances included in the project shall not be used for construction unless authorized in writing by the civil engineer.
- B. Types of allowances include the following:
  - 1. Unit-cost allowances.
- C. Related Sections:
  - 1. Division 01 Section "Unit Prices" for procedures for using unit prices.
  - 2. Divisions 31 Sections for items of Work covered by allowances.

**1.3 SUBMITTALS**

- A. Submit reports from the Owner's Independent Testing Agency to document actual quantities of materials delivered to or removed from the site for use in fulfillment of each allowance.

**1.4 COORDINATION**

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

**1.5 UNIT-COST ALLOWANCES**

- A. Allowance shall include all costs to Contractor of specific products, materials and work under allowance and shall include taxes, freight, and delivery to Project site.

**1.6 SCHEDULE OF VALUES**

- A. Provide allowances as separate line items in the schedule of values of each pay application.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

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

**3.2 PREPARATION**

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

### 3.3 SCHEDULE OF ALLOWANCES

The sample schedule of allowances below illustrates several types of common occurrences where allowances enable deferred design or indeterminate scope elements to be bid under lump-sum contracts. See Evaluations for additional examples and discussion of application of allowances. Revise to suit Project.

Sample quantity allowances in first two paragraphs below illustrate two of the many approaches to applying allowances to work that cannot be measured prior to bidding but can be reasonably anticipated. Note coordinating statement in "Coordinate quantity allowance adjustment" Subparagraph that addresses relationship to unit prices.

- A. Allowance No. 1: Unsuitable soils removal, disposal off-site and replacement with off-site Aggregate Base Course NCDOT CABC stone.
  - 1. Allowance: 40-cy.
  - 2. Coordinate quantity allowance adjustment with unit price requirements of Division 01 Section "Unit Prices."
  - 3. The above allowance shall be added to the Base Bid.
- B. Allowance No. 2: 6-ft Chain link Construction Fencing
  - 1. Description: Provide and maintain 6-ft moveable construction fencing throughout the project and remove at the end of the project. Provide Fence Stands and Sandbags as needed for fence stability.
  - 2. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.
  - 3. Allowance Quantity: 200 Linear Feet.

END OF SECTION 01 21 00

**SECTION 01 22 00**

**UNIT PRICES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
  - 1. Division 01 Section "Allowances" for allowance quantities associated with of Unit Prices to be included in the Base Bid.

**1.3 DEFINITIONS**

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

**1.4 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 SCHEDULE OF UNIT PRICES**

- A. Unit Price No. 1: Unsuitable soils removal, disposal off-site and replacement with off-site Aggregate Base Course NCDOT CABC stone.
  - 1. Purpose: To adjust the contract sum in case a quantity different from that indicated in the allowance is required.
  - 2. Refer to Division 31 Section "Earth Moving."
  - 3. Unit of measurement: cubic yard.
  - 4. Include the following in the unit price:
    - a. Excavation, loading, transport, and disposal of unsuitable soil materials.
    - b. CABC material from off-site source.
    - c. Excavation, loading, transport, placement and compaction of CABC materials.
    - d. Overhead and profit.
  - 5. Include all other related costs in the contract sum.



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6. Method of measurement: Quantities will be verified by a soils and materials engineer employed by the Owner.
- B. Unit Price No. 2: 6-ft Chain Link Construction Fencing
  1. Description: 6-ft tall moveable construction fencing with signage stating, "Construction Zone – Keep out". Provide stands on existing pavement and use sandbags for stability.
  2. Unit of Measurement: Linear Feet.

END OF SECTION 01 22 00

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

1.5 SCHEDULE OF VALUES

- A. Provide allowances as separate line items in the schedule of values of each pay application.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate 1 – **Field Drainage Improvements**
  - 1. Description: Crown Field with cut soil and imported topsoil as shown on plans and details.

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**B. Alternate 2 – Adjacent Playground Drainage Improvements**

1. Description: Install drainage improvements as shown on grading and drainage plan between track and adjacent playground

END OF SECTION 01 23 00

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Civil Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Civil Engineer's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Civil Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Civil Engineer's receipt of submittal.
  - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Civil Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Allow 10 days for processing each resubmittal.
  - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- C. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Civil Engineer.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.

- c. Name and address of Civil Engineer.
  - d. Name and address of Contractor.
  - e. Name and address of subcontractor.
  - f. Name and address of supplier.
  - g. Name of manufacturer.
  - h. Number and title of appropriate Specification Section.
  - i. Drawing number and detail references, as appropriate.
  - j. Other necessary identification.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Civil Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Civil Engineer.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Civil Engineer will return submittals, without review received from sources other than Contractor.
- 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Civil Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
  - 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating action taken by Civil Engineer in connection with construction.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- 1. Number of Copies: Submit six (6) copies of each submittal, unless otherwise indicated. Civil Engineer will return four (4) copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.

- f. Compliance with recognized trade association standards.
  - g. Compliance with recognized testing agency standards.
  - h. Application of testing agency labels and seals.
  - i. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Design calculations.
    - f. Compliance with specified standards.
    - g. Notation of coordination requirements.
    - h. Notation of dimensions established by field measurement.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
  - 3. Number of Copies: Submit six (6) blue-or black-line prints of each submittal. Civil Engineer will retain two (2) prints; remainder will be returned. Retain one returned print as a Project Record Drawing.
- D. Samples: Prepare physical units of materials or products, including the following:
  - 1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - 2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - 3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Civil Engineer's sample where so indicated. Attach label on unexposed side that includes the following:
    - a. Generic description of Sample.
    - b. Product name or name of manufacturer.
    - c. Sample source.
  - 4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
    - a. Size limitations.
    - b. Compliance with recognized standards.
    - c. Availability.
    - d. Delivery time.
  - 5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
- E. Contractor's Construction Schedule: As specified in Owner-Contractor Agreement.
- F. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."

- G. Application for Payment: Comply with requirements in the General Conditions.
- H. Schedule of Values: Comply with requirements in the General Conditions.
- I. Subcontract List: Comply with requirements in the General Conditions.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Civil Engineer will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements in Division 2 Sections.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Civil Engineers and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- H. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- I. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section Closeout Procedures."
- L. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of

loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- M. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Civil Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 CIVIL ENGINEER'S ACTION

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

Most architects (and construction managers) use a stamp to indicate action taken on submittals. Retain paragraph and subparagraph below if such a stamp is used, or substitute another system to comply with office policy or Owner's requirements. AIA Document A201 states "the Architect will review and approve or take other appropriate action upon the Contractor's submittals." The CMA version of AIA Document A201 states that Construction Manager will review and approve submittals before transmitting those recommended for approval to Architect.

- B. Action Submittals: Civil Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Civil Engineer will attach to each submittal a submittal review sheet and will mark sheet appropriately to indicate action taken.
- C. Informational Submittals: Civil Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Civil Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01 33 00



SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Electric power service.
  - 4. Lighting.
  - 5. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Temporary roads and paving.
  - 2. Dewatering facilities and drains.
  - 3. Waste disposal facilities.
  - 5. Field offices.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Stormwater control.
  - 3. Tree and plant protection.
  - 4. Site enclosure fence.
  - 5. Security enclosure and lockup.
  - 6. Barricades, warning signs, and lights.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Civil Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. Engineer.
  - 2. Testing agencies.
  - 3. Personnel of authorities having jurisdiction.
- B. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- C. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### 1.6 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  1. Keep temporary services and facilities clean and neat.
  2. Relocate temporary services and facilities as required by progress of the Work.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Civil Engineer. Provide materials suitable for use intended.

#### 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- C. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.

3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are individually metered, cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  1. Provide rubber hoses as necessary to serve Project site.
  2. Provide temporary hydrant meter and backflow preventer as required by jurisdictional authority.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
- D. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include overload-protected disconnecting means, and automatic ground-fault interrupters.
  1. Connect temporary service to Owner's existing power source.
- E. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  1. Locate storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the property of Contractor.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 77 00  
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project Record Documents.
  - 3. Operation and maintenance manuals.
  - 4. Warranties.
  - 5. Instruction of Owner's personnel.
  - 6. Final cleaning.
- B. Related Sections include the following:
  - 1. Divisions 2 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
  - 9. Complete final cleaning requirements, including touchup painting.
  - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Civil Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Civil Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Civil Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  2. Submit certified copy of Civil Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Civil Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report and warranty.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Civil Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Civil Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit 2 copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Civil Engineer.
    - d. Name of Contractor.
    - e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Civil Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
  1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

- a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
  - b. Accurately record information in an understandable drawing technique.
  - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Mark important additional information that was either shown schematically or omitted from original Drawings.
4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change Orders, Record Drawings where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

#### 1.7 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Civil Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Final Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris from limited access spaces, including trenches, equipment vaults, manholes, and similar spaces.
    - g. Remove labels that are not permanent.
    - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00



SECTION 02 41 19  
SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected site elements.
  - 2. Patching and repairs.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Construction Waste Management".
  - 2. Division 31 Section "Site Clearing" for site clearing and removing above- and below-grade improvements.
  - 3. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.
- D. Schedule of selective site demolition activities indicating the following:
  - 1. Detailed sequence of selective site demolition and removal work, with starting and ending dates for each activity.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of stairs.
  - 5. Detailed sequence of selective site demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

- 6. Coordination of Owner's continuing occupancy of existing buildings and of Owner's partial occupancy of completed Work.
- E. Inventory of items to be removed and salvaged.
- F. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."
  - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
  - 2. Indicate unanticipated structural, electrical, or mechanical conditions.
- G. Landfill records indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- H. Photographs of existing conditions of areas of site which will be impacted by work prior to demolition and construction operations.

**1.6 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Predemolition Conference: Conduct conference at Project site to comply with preinstallation conference requirements of Division 1.

**1.7 PROJECT CONDITIONS**

- A. Owner assumes no responsibility for actual condition of site features to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Storage or sale of removed items or materials on-site will not be permitted.
- C. Unforeseen Conditions: Should unforeseen conditions be encountered that affect design or function of the project, investigate fully and submit an accurate, detailed, written report to the Architect. While awaiting the Architect's response, reschedule operations if necessary to avoid delay of overall project.

**1.8 SCHEDULING**

- A. Arrange selective site demolition schedule so as not to interfere with Owner's on-site operations.

**1.9 WARRANTY**

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

**PART 2 - PRODUCTS**

**2.1 REPAIR MATERIALS**

- A. Use repair materials identical to existing materials.
  - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. Architect shall review and approve all substitutions prior to installation.

2. Use materials whose installed performance equals or surpasses that of existing materials.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective site demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective site demolition.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

#### **3.2 UTILITY SERVICES**

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective site demolition operations.
  1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
    - a. Provide not less than 72 hours notice to Owner if shutdown of service is required during changeover.
- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
  1. Arrange to shut off indicated utilities with utility companies.
  2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
- C. Utility Requirements: Refer also to Division 15 and 16 Sections for additional requirements for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective site demolition work until utility disconnecting and sealing have been completed and verified in writing.
- D. Utility Adjustments and Relocations: Adjust locations, elevations and routes of existing utility lines, poles, guys, vaults, handholes, boxes, and other related appurtenances as required to facilitate new construction. Coordinate adjustments and relocations with utility companies.

#### **3.3 PREPARATION**

- A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate

routes around closed or obstructed traffic ways if required by governing regulations or as shown on the drawings.

- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective site demolition area.
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction or as shown on the plans.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
- C. Provide and maintain exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- D. Protect trees, fences, poles, mailboxes, and all other property unless their removal is authorized. Any property damaged, that is not authorized for removal, shall be restored or replaced to the Owner's satisfaction.

#### 3.4 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
  - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective site demolition operations. Return adjacent areas to condition existing before start of selective demolition.

#### 3.5 SELECTIVE SITE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated on the drawings. Use methods required to complete Work within limitations of governing regulations.
  - 1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - 2. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- B. Demolish asphalt, concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.
- C. Remove sawcut concrete and asphalt, including aggregate base, to a depth of 12-inches below existing, adjacent grade, or as indicated. Provide neat sawcut at limits of pavement removal as indicated.
- D. When a tree to be removed is in conflict with an existing utility, the contractor is expected to hand dig and carefully remove the stump to the greatest extent possible. The contractor is expected to repair any utility damaged due to the removal of the stump at no cost to the

owner. With written approval from the engineer, the contractor may grind the stump. No additional payment will be made for careful removal or grinding of stumps.

**3.6 PATCHING AND REPAIRS**

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective site demolition operations.
- B. Where repairs to existing surfaces are required, match previous work as closely as possible.
  - 1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

**3.7 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Promptly and dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Disposal: Transport demolished materials off Owner's property and legally dispose of them. Refer to Section 01505 – Construction Waste Management for additional requirements.

**3.8 CLEANING**

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

END OF SECTION 02 41 19

**SECTION 31 10 00**

**SITE CLEARING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Standards set forth by the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Land Resources, Land Quality Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Removal of trees and other vegetation.
  - 2. Clearing and grubbing.
  - 3. Removing above-grade improvements.
  - 4. Removing below-grade improvements.
- B. Related Sections:
  - 1. Division 01 Section "Construction Waste Management".
  - 2. Division 31 Section "Earth Moving".
  - 3. Division 31 Section "Erosion Controls".

**1.3 PROJECT CONDITIONS**

- A. Traffic: Conduct site-clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
  - 1. Protect improvements on adjoining properties and on Owner's property.
  - 2. Restore damaged improvements to their original condition, as acceptable to property owners.
  - 3. All erosion control measures shall be in place prior to commencement of clearing operations.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
  - 1. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
  - 2. Provide protection for roots over 1-1/2 inch (38 mm) in diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt or other acceptable coating formulated to use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
  - 3. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations in a manner acceptable to Architect. Employ a licensed arborist to repair damage to trees and shrubs.

4. Replace trees that cannot be repaired and restored to full-growth status, as determined by arborist.
  - D. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated or directed.
- 1.4 EXISTING SERVICES
- A. General: Indicated locations are approximate; determine exact locations before commencing Work.
  - B. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Notify affected utility companies in advance and obtain approval before starting this Work.
  - C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

## PART 2 – PRODUCTS

None Used.

## PART 3 – EXECUTION

- 3.1 SITE CLEARING
- A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site removal of stumps and roots.
    1. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
    2. Existing trees within clearing limits may be chipped and stockpiled on-site but NOT respread as landscape mulch.
  - B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to be left standing.
    1. Completely remove stumps, roots, and other debris protruding through ground surface.
    2. Use only hand methods for grubbing inside drip line of trees indicated to remain.
    3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
      - a. Place fill material in horizontal layers not exceeding 6 inches (150 mm) loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.
  - C. Topsoil Stripping: Strip and stockpile existing topsoil within construction limits for re-spreading. Should the Contractor elect to remove topsoil from the site, suitable topsoil from off-site sources shall be provided for re-spreading at no cost to the Owner.
    1. Remove sod and grass before stripping topsoil.
    2. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials. All surface topsoil, regardless of thickness encountered, shall not be considered Unsuitable Soil.
    3. Remove subsoil and nonsoil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
    4. Stockpile topsoil materials within construction limits and away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
    5. Do not stockpile topsoil within tree protection zones.
    6. Dispose of excess topsoil off-site.

- D. Removal of Improvements: Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.
  - 1. Abandonment or removal of certain underground pipe or conduits may be indicated on mechanical or electrical drawings and is included under work of related Division 22 Sections. Removing abandoned underground piping or conduits interfering with construction is included under this section.

### 3.2 DEMOLITION PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations or as shown on the drawings.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective site demolition area.
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction or as shown on the plans.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
- C. Provide and maintain exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- D. Protect trees, fences, poles, mailboxes, and all other property unless their removal is authorized. Any property damaged, that is not authorized for removal, shall be restored or replaced to the Owner's satisfaction.

### 3.3 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective site demolition operations.
  - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
    - a. Provide not less than 72 hours notice to Owner if shutdown of service is required during changeover.
- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
  - 1. Arrange to shut off indicated utilities with utility companies.
  - 2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
- C. Utility Requirements: Refer also to Division 15 and 16 Sections for additional requirements for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective site demolition work until utility disconnecting and sealing have been completed and verified in writing.



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

3.4 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
  - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective site demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE SITE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated on the drawings. Use methods required to complete Work within limitations of governing regulations.
  - 1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - 2. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- B. Demolish asphalt, concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.
- C. Remove sawcut concrete and asphalt, including aggregate base, to a depth of 12-inches below existing, adjacent grade, or as indicated. Provide neat sawcut at limits of pavement removal as indicated.

3.6 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective site demolition operations.
- B. Where repairs to existing surfaces are required, match previous work as closely as possible.
  - 1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.7 CLEANING

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

3.8 DISPOSAL OF WASTE MATERIALS

- A. General: Promptly and dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning on Owner's Property: Burning is not permitted on Owner's property.

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- C. Removal from Owner's Property: Remove waste materials and unsuitable or excess soils and mulch from Owner's property. Transport demolished materials off Owner's property and legally dispose of them.
- D. Recycling: Contractor shall not dispose of excess soil and land clearing debris in landfills. 100% of soil and land clearing debris shall be recycled. Provide documentation verifying 100% recycling of cleared trees and stumps and excess soil materials. Refer to Division 01 section – Construction Waste Management for additional requirements.

END OF SECTION 31 10 00

**SECTION 31 20 00**  
**EARTH MOVING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Preparing and grading subgrades.
  - 2. Excavating and backfilling for structures.
  - 3. Base course for walks and pavements.
  - 4. Excavating and backfilling trenches.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Division 01 Sections for allowances, definitions and procedures.
  - 2. Division 31 Section 311000 "Site Clearing" for site stripping, grubbing, topsoil removal, and tree protection.
  - 3. Division 33 Section 3341000 "Storm Drainage Utilities" for storm drainage, foundation drainage connections outside of building and roof drainage connections outside of building.
  - 4. Division 31 "Soil Erosion and Sediment Control", for all areas of the site that are graded or disturbed by any construction operations

**1.3 UNIT PRICES**

- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following:
  - 1. 24 inches outside of concrete forms other than at footings.
  - 2. 12 inches outside of concrete forms at footings.
  - 3. 6 inches outside of minimum required dimensions of concrete cast against grade.
  - 4. 6 inches beneath bottom of concrete slabs on grade.
  - 5. 6 inches beneath invert elevation of pipe in trenches, and the greater of 24 inches wider than pipe diameter or 42 inches wide.
- B. Unit prices for unsuitable soil and rock removal shall include all work and materials as defined in Division 01 sections.

**1.4 DEFINITIONS**

- A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed. Refer to the following section for additional definitions of classified excavations.
- B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below base course, drainage fill, or topsoil materials.
- C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.
- D. Surface Course: The top layer of the pavement structure placed on base course or subgrade.
- E. Base Course: Layer placed between the subgrade elevation and asphalt paving courses.

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- F. Bedding Course: Layer placed over excavated subgrade in a trench before laying pipe.
- G. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Civil Engineer. Unauthorized excavation, as well as remedial work directed by the Civil Engineer, shall be at the Contractor's expense.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- I. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

**1.5 EXCAVATION CLASSIFICATIONS**

- A. Excavation Classifications: All excavation is classified as General Excavation except for Rock and Unsuitable Soil Materials as defined in this section.
  - 1. General Excavation: Excavation, removal and/or disposal of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and/or removed; together with soil, boulders, and other materials encountered that are not classified as rock, unsuitable soil, or unauthorized excavation.
    - a. Intermittent drilling, or ripping to increase production and not necessary to permit excavation of material encountered will be considered general excavation.
    - b. Soil (irregardless of nature) or other debris encountered above proposed subgrade elevations shall be considered general excavation unless determined by the Civil Engineer to meet the definition of rock.
  - 2. Unsuitable Soil Excavation: Removal and disposal of soil materials or other debris encountered at or below proposed subgrade elevations which is deemed unsuitable to remain in place by the Civil Engineer or Owner's Independent Testing Agency.
    - a. Soil and/or other debris encountered above proposed subgrade elevations shall be considered general excavation.
    - b. Soil material which, in the opinion of the Civil Engineer or Owner's independent testing agency, can be repaired by scarifying, drying and recompacting or material which is made unsuitable by delay of work, lack of protection or other actions of the Contractor or his Sub-Contractors shall not be considered as unsuitable soil and shall be repaired or replaced by the Contractor at no additional cost to the Owner.
    - c. Any material moved or removed without the measurement by the Owner's independent testing agency and approval by the Civil Engineer will be considered as general excavation.
    - d. Surface topsoil, regardless of thickness encountered, shall not be considered unsuitable soil.
    - e. Stones, rocks and boulders not meeting classifications of rock shall not be considered unsuitable soil. Stones, rocks and boulders shall be removed from soil as necessary if soil is to be used as fill or backfill. Removed stones, rocks and boulders shall be removed from the site.
  - 3. Mass rock Excavation: Removal, in open excavations, of rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1.5-cu.yd. that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or ripping, when permitted. In the event rock (as defined above) is encountered, the Contractor shall immediately notify the Civil Engineer.

- a. Mass Rock Excavation Equipment: Late-model, track-type CAT D-8 crawler tractor operating at one mile per hour in the lowest available gear, and at the highest normal operating rpm pulling a sharp, single-toothed ripper. The Contractor shall provide equipment specification and test data verifying that the equipment to be used for demonstration purposes complies with the minimum requirements. The equipment shall be in good repair and in proper working condition. The Owner reserves the right to inspect and approve the backhoe to be used for demonstration purposes. The Contractor shall demonstrate (at no additional cost) to the Civil Engineer or Owner's independent testing agency that the rock cannot be practically ripped with equipment equivalent that specified above without systematic drilling. Mass rock is defined as material which, after 1 hour of continuous ripping using the equipment described above, produces less than 10 cubic yards of removeable material.
4. Trench Rock Excavation: Removal, in trench excavations, of rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1.0-cu.yd. that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or ripping, when permitted. In the event rock (as defined above) is encountered, the Contractor shall immediately notify the Civil Engineer.
  - a. Trench rock excavation equipment: Late-model, track mounted CAT 330 or equivalent hydraulic excavator equipped with a narrow bucket with new rock teeth and operating at the highest normal operating RPM. The Contractor shall provide equipment specification and test data verifying that the equipment to be used for demonstration purposes complies with the minimum requirements. The equipment shall be in good repair and in proper working condition. The Owner reserves the right to inspect and approve the backhoe to be used for demonstration purposes. Trench rock is defined as material which, after 1 hour of continuous digging using the equipment described above, removes at less 30 cubic yards material.
5. Classified excavation requirements:
  - a. Excavations more than 10 feet in width and pits more than 30 feet in either length or width are defined as open excavations. Excavations less than 10 feet in width and pits less than 30 feet in both length and width are defined as trench excavations.
  - b. Contractor shall expose and clean the rock material for inspection and measurement by the Civil Engineer.
  - c. Do not excavate rock or unsuitable soil until it has been classified and cross-sectioned by the Owner's independent testing agency or Civil Engineer. Any material moved or removed without the measurement by the Owner's independent testing agency and approval by the Civil Engineer will be considered as unclassified excavation.
  - d. The Civil Engineer shall be the final judge on what is classified as unsuitable or rock excavation.
  - e. The contractor may be required to provide equipment specification data verifying that the above minimum-rated equipment will be used for demonstration purposes. The equipment shall be in good repair and in proper working condition.
  - f. Rippable rock, weathered rock or overburden which is not classified as rock according to the above definitions shall be considered General Excavation.

## 1.6 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Test Reports: In addition to test reports required under field quality control, submit the following:
  - 1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
  - 2. One optimum moisture-maximum density curve for each soil material.
  - 3. Reports of all laboratory and field tests including evaluations of subgrades and foundation bearing conditions.
  - 4. As-built survey of athletic fields, courts and tracks demonstrating compliance with specified tolerances.
- C. Report of rock or unsuitable soil removal with quantities confirmed in writing by the Civil Engineer or Owner's independent testing agency.
- D. Product data in the form of manufacturer's technical data, specifications, and installation instructions for porous gravel walkway reinforcement mat.

#### 1.7 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction. Any earthwork required for preparation of parking areas and drives shall comply with current NCDOT Standard Specifications as per the North Carolina Construction Manual.
- B. Comply with applicable requirements of NFPA 495--Explosive Materials Code.
- C. Testing and Inspection Service: Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing.
  - 1. Off-site borrow material, if any, shall be tested and inspected prior to its use. All soil tests done to qualify off-site fill material for use on-site shall be paid by the Contractor as well as compaction retests required due to failure of the original tests.
- D. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 01.
  - 1. Before commencing earthwork, meet with representatives of the governing authorities, Owner, Civil Engineer, consultants, Geotechnical Engineer, independent testing agency, and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least 3 working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.
  - 2. Ensure erosion control measures are installed prior to land disturbance. If erosion control measures need to be adjusted or temporarily removed based on phasing of the work, reinstall erosion control measures at the end of each working day.

#### 1.8 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Civil Engineer and then only after acceptable temporary utility services have been provided.
  - 1. Provide a minimum 48-hours' notice to the Civil Engineer and receive written notice to proceed before interrupting any utility.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shutoff services if lines are active.

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- C. The conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to natural occurrences prior to the start of work.
- D. The location of existing underground utilities indicated are approximate only. Field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated on the drawings.
  - 1. Hire a private utility locating company and /or utilize "NC one call" by calling 1-800-632-4949 prior to the start of work for assistance in the location of existing underground utilities.

**1.9 PAYMENT**

- A. General Excavation: All general excavation to the lines and grades indicated on the drawings, and to the bottom of utility trenches, including all necessary off-site disposal of excess materials and/or off-site borrow of fill materials shall be included in the base bid.
  - 1. No statement is made or implied that the on-site grading and earthwork indicated on the drawings is balanced.
- B. Unsuitable Soil Material Excavation: Unsuitable soil material excavation in excess of the project allowances will be paid by unit prices included in the Contract Documents.
  - 1. Unused amounts of monies included under allowances shall be credited to the Owner by deduct change order.
  - 2. Allowances included in the project shall not be used for construction unless authorized in writing by the civil engineer. No payment will be made for unauthorized excavation.
- C. Rock Excavation: Rock excavation in excess of the project allowances will be paid by unit prices included in the Contract Documents.
  - 1. Unused amounts of monies included under allowances shall be credited to the Owner by deduct change order.
  - 3. Allowances included in the project shall not be used for construction unless authorized in writing by the civil engineer. No payment will be made for unauthorized excavation.

**1.10 ADDITIONAL WORK**

- A. Claims for concealed, unknown, or unanticipated subsurface conditions are limited to those circumstances where:
  - 1. Additional excavation work is required below the contract limits indicated to provide acceptable bearing for building pad, structures or pavements.
  - 2. Additional excavation work is required to raise, lower, or revise the footings, foundations or other parts of the building to provide acceptable bearing.
  - 3. Additional excavation work below the bottom of utility trench elevations, for utilities outside the limits of the building, as required to provide acceptable bearing for the utility.
  - 4. Rock is encountered between existing grade and design subgrade.
- B. The risks of concealed, unknown, or unanticipated subsurface conditions (except for rock) from existing ground surface to the design subgrade elevations in cut areas and to subsoil elevations in fill areas shall be included in the Contract Amount and shall not be considered as grounds for additional costs to the Contract. The risks of concealed, unknown, or unanticipated subsurface conditions below the elevations stated above shall be considered as Additional Excavation.

- C. During construction, if concealed, unknown, or unanticipated subsurface conditions are encountered which require that footings, foundations or other parts of the building be raised, lowered or revised to provide acceptable bearing for the building or if, outside the building limits, additional depth of utility trench excavation below the design subgrade or subsoil elevations is required, immediately notify the Architect upon discovery of such condition prior to disturbing the material encountered.
- D. PAYMENT FOR ADDITIONAL WORK
1. Additional excavation shall be counted toward the unit price allowances established in the Bid Form. *The Owner reserves the right to negotiate said unit price allowances prior to the Award of Contract.*
  2. The Civil Engineer is the approving authority on use of allowances and payment for additional excavation. Any work done per a directive taken from the Owner's independent testing agency for use of allowances or additional excavation shall be at the contractor's risk.
  3. Lowering of footings shall be paid for at a negotiated amount. The additional excavation involved shall be counted toward the unit price allowance.
  4. Rock removal, if required, shall be counted toward the unit price allowances established in the Bid Form. All rock removal required to complete work other than trenching shall be paid for at the unit price for mass rock removal. Rock payment lines are limited to the following:
    - a. Two feet outside of concrete work for which forms are required, except footings.
    - b. One foot outside perimeter of footings, two feet below bottom of footings.
    - c. In pipe trenches, 6 inches below invert elevation of pipe and 2 feet wider than outside diameter of pipe, but not less than 3 feet minimum trench width.
    - d. Outside dimensions of concrete work where no forms are required.
    - e. Under slabs on grade, 6 inches below bottom of concrete slab.
  5. No payment will be made for unauthorized excavation.
  6. The expense of surveying quantities of rock removal and additional excavation shall be included in the unit price allowances.

#### 1.11 EARTHWORK BALANCE ADJUSTMENTS

- A. Should material be required to be imported or exported to achieve the finish grades indicated on the drawings, importation and excavation and disposal off-site in a legal manner of the required material shall be a contract responsibility. No additional payment will be made for these operations.

### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. General: Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations.
- B. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GC, GP, GM, ML, CL, SW, SP, SC, and SM; free of rock or gravel larger than 2 inches (50 mm) in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter; with a Plasticity Index less than 25 and a Liquid Limit less than 50. Soils free of organics and having a plasticity index greater than 25 and a liquid limit greater than 50 may be used as fill in approved non-structural areas.



- C. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups MH, CH, OL, OH, and PT. Soils having a Plasticity Index greater than 25 and a Liquid Limit greater than 50 are also unsatisfactory within structural (building and pavement) areas.
- D. Unsuitable Soil: Existing, in-place soil, materials or other debris encountered at or below proposed subgrade elevations deemed unsuitable by the Civil Engineer or the Owner's independent testing agency to remain in place and/or for use as fill or backfill material or subgrade. Soil material which, in the opinion of the Civil Engineer or Owner's independent testing agency, can be repaired by scarifying, drying and recompacting and/or material which is made unsuitable by delay of work, lack of protection or other actions of the Contractor or his Sub-Contractors shall not be considered as unsuitable material and shall be repaired or replaced by the Contractor at no additional cost to the Owner. Moisture content alone shall not be the determining factor as to the presence of unsuitable soil. Topsoil shall not be considered unsuitable regardless of thickness from the existing ground surface.
- E. Backfill and Fill Materials: Satisfactory soil materials.
- F. Base Course Material: Type A aggregate base course meeting the requirements of Section 520 of NCDOT "Standard Specifications for Roads and Structures."
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- H. Bedding Material: #57 washed stone.
- I. Drainage Fill: #57 washed stone.
- J. Filtering Material/Stone: #57 washed stone.

## **2.2 PROCESSED AGGREGATE MATERIALS**

- A. Base Course Material: Type A aggregate base course meeting the requirements of Section 520 of NCDOT "Standard Specifications for Roads and Structures."
- B. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- C. Bedding Material: #57 washed stone.
- D. Drainage Fill: #57 washed stone.
- E. Filtering Material: #57 washed stone.

## **2.3 ACCESSORIES**

- A. Drainage (Filter) Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - 1. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.
  - 2. Tear Strength: 40 lbf (178 N); ASTM D 4533.
  - 3. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
  - 4. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m); ASTM D 4491.
  - 5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.
- B. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - 1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
  - 2. Tear Strength: 75 lbf (333 N); ASTM D 4533.
  - 3. Puncture Resistance: 90 lbf (400 N); ASTM D 4833.

4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.
- C. Biaxial Geogrid: Integrally formed biaxial geogrid, specifically manufactured for use as a base reinforcement for subgrade improvement with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  1. Aperture Dimensions: 1-in (25-mm) nominal.
  2. Minimum Rib Thickness: 0.03-in (0.76-mm) nominal.
  3. Tensile Strength @ 2% Strain: 280-lb/ft (4.1 kN/m); ASTM D-6637.
  4. Tensile Strength @ 5% Strain: 580-lb/ft (8.5 kN/m); ASTM D-6637.
  5. Ultimate Tensile Strength: 850-lb/ft (12.4 kN/m); ASTM D-6637.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

#### 3.2 DEWATERING

- A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
  1. Do not allow water to accumulate in excavations. Should water enter excavations, immediately remove water by pumping.
  2. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrade and foundations.
  3. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
  4. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or runoff areas. Do not use utility trench excavations as temporary drainage ditches.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
  1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  2. Install a dewatering system to keep subgrades dry and convey groundwater away from excavations. Maintain until dewatering is no longer required.
  3. Should any springs or running water be encountered in the excavation, notify the Architect and provide discharge by trenches (or other acceptable means) and drain to an appropriate point of disposal. Provide temporary drainage facilities to minimize the flow of rainwater onto adjacent property. Repair any damage to property or to subgrade as a result of construction and/or dewatering (or lack thereof) operations at no additional cost to the Contract. If permanent provision must be made for disposal of water other than as indicated, the Contract price shall be adjusted.

**3.3 EXPLOSIVES**

- A. Explosives: Use of explosives is prohibited.

**3.4 STABILITY OF EXCAVATIONS**

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations. Contractor is responsible for ensuring all excavation operations and other construction comply with applicable OSHA requirements. Contractor shall provide temporary shoring and bracing as needed to construct the proposed improvements and comply with the above requirements.

**3.5 EXCAVATION FOR STRUCTURES**

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
- B. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

**3.6 EXCAVATION FOR WALKS AND PAVEMENTS**

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

**3.7 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to indicated slopes, lines, depths, and invert elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
  - 1. Clearance: As indicated
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.
  - 1. For pipes or conduit less than 6 inches (150 mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
  - 3. Where encountering rock or another unyielding bearing surface, carry trench excavation 6 inches (150 mm) below invert elevation to receive bedding course.

**3.8 APPROVAL OF SUBGRADE PRIOR TO PLACING FILL OR OTHER IMPROVEMENTS**

- A. Notify Civil Engineer when excavations have reached required subgrade and finish grade.
  - 1. Owner and engineer must inspect and approve finish grade in lawn areas prior to permanent seeding.
- B. After stripping is complete the exposed subgrade shall be proofrolled with a fully loaded dual wheel tandem axial dump truck or similar construction equipment. Four passes shall be made in

each orthogonal direction. The proofrolling operation shall be observed by the Civil Engineer. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompacted. Repeat proofrolling operations.

- B. When Civil Engineer or Owner's independent testing agency determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
  - a. The Civil Engineer is the approving authority on use of allowances and payment for additional excavation. Any work done per a directive taken from the Owner's independent testing agency for use of allowances or additional excavation shall be at the contractor's risk.
  - b. Unforeseen additional excavation and replacement with suitable material approved by the Civil Engineer will be considered unsuitable material and will be paid by unit prices included in the Contract Documents. Refer to Division 01 Sections.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Civil Engineer. Install french drains at design subgrade if directed by the Owner's independent testing agency and approved by the Civil Engineer.

### **3.9 UNAUTHORIZED EXCAVATION**

- A. Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the Civil Engineer.
  - 1. Fill unauthorized excavations under other construction as directed by the Civil Engineer or the Owner's independent testing agency.
- B. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Civil Engineer.

### **3.10 STORAGE OF SOIL MATERIALS**

- A. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### **3.11 BACKFILL**

- A. Backfill excavations promptly, but not before completing the following:
  - 1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for record documents.
  - 3. Testing, inspecting, and approval of underground utilities.
  - 4. Concrete formwork removal.
  - 5. Removal of trash and debris from excavation.
  - 6. Removal of temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
  - 8. Removal of objectionable materials, including rocks larger than acceptable size, from backfill soils.

### **3.12 UTILITY TRENCH BACKFILL**

- A. Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Pipe sleeves and concrete backfill trenches that carry below or pass under footings and that are excavated within 18 inches (450 mm) of footings. Place concrete to level of bottom of footings. Contact the Civil Engineer or the Owner's independent testing agency to coordinate details, procedures and possible alternatives.
- C. Provide 4 inch (100 mm) thick concrete base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installation and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway base course.
- D. Place and compact initial backfill of satisfactory soil material or base course material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
  - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.
- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install detectable warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

### 3.13 FILL

- A. Preparation: Remove vegetation, topsoil, debris, wet, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.
  - 1. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.
- B. Obtain approval of subgrade as specified prior to placing fill.
- C. Place fill material in layers to required subgrade elevations for each location listed below.
  - 1. Under grass, use satisfactory excavated or borrow soil material.
  - 2. Under walks, pavements, buildings and other structural areas use base course material, or satisfactory excavated or borrow soil material.
  - 3. Pond embankments, use impervious fill.
- D. Following placement of fill the subgrade of building and pavement areas shall be proofrolled as described in the Field Quality Control section. The proofrolling operation shall be observed by the Owner's testing agency. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompacted. Repeat proofrolling operations.

### 3.14 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content.
  - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.
    - a. Stockpile or spread and dry removed wet satisfactory soil material.

**3.15 COMPACTION**

- A. Place backfill and fill materials in layers not more than 6-8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.
- B. Compaction and Percentage of Maximum Dry Density Requirements:
  - 1. Compact soil to not less than the following percentages of maximum dry density according to ASTM D698 Standard Proctor:
    - a. Under structures, steps, walks, courts, tracts, and pavements, compact each layer of backfill or fill material at 95% of the standard Proctor Density (ASTM D-698). Moisture content of the fill during placement shall be kept within 3% from the optimum moisture.
    - b. Under lawn or unpaved areas, compact the top 6 inches below subgrade and each layer of backfill or fill material at 90 percent maximum dry density.
  - 2. Compact each layer of aggregate base material under pavement to 100% density in accordance with AASHTO T-180 as modified by NCDOT.

**3.16 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between existing adjacent grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1.2 inches (0.10 foot).
  - 2. Walks: Plus or minus 1.2 inches (0.10 foot).
  - 3. Pavements: Plus or minus 1/2 inch (0.05 foot).

**3.17 SUBSURFACE DRAINAGE (FRENCH DRAINS)**

- A. Drainage Piping: Drainage pipe is specified in Division 33 Section "Storm Utility Drainage Piping."
- B. Subsurface and Foundation Drains: Place a layer of drainage fabric around perimeter of drainage trench. Place a course of drainage fill material on drainage fabric to support drainage pipe. Encase drainage pipe in drainage fill material and wrap in drainage fabric, overlapping sides and ends at least 6 inches.
  - 1. Compact each course of drainage fill material.
  - 2. Place satisfactory excavated or borrow soil material or topsoil fill material (as appropriate) over drain to final grade.

**3.18 BASE COURSES**

- A. Under pavements, walks, courts and tracks, place base course material on prepared subgrades.
  - 1. Compact base courses at optimum moisture content to required grades, lines, cross sections and thickness to not less than 100 percent density in accordance with AASHTO T-180 as modified by NCDOT.
  - 2. Shape base course to required crown elevations and cross-slope grades.

3. When thickness of compacted base course is 6 inches or less, place materials in a single layer.
  4. When thickness of compacted base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.
  5. Following compaction testing and within 48 hours prior to the application of asphalt or concrete pavement, the aggregate base course shall be proofrolled with a fully loaded dual wheel tandem axial dump truck or similar construction equipment. Four passes shall be made in each orthogonal direction. The proofrolling operation shall be observed by the Civil Engineer. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the base course shall be scarified and moistened or aerated and recompacted. Repeat proofroll testing.
- B. Pavement Shoulders: Place shoulders along edges of base course to prevent lateral movement. Construct shoulders at least 12 inches (300 mm) wide of acceptable soil materials and compact simultaneously with each base course layer.

### 3.19 FIELD QUALITY CONTROL

- A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.
1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), or equal.
  2. Paved Areas (including stream/pool): At subgrade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests. Observe proofrolling of finished subgrade and aggregate base course.
  3. Trench Backfill: Perform at least one field in-place density test per 2 feet of backfill per 200 linear feet or less of trench, but no fewer than two tests per trench per day.
  4. Non-Structural Areas: Field density and moisture content tests shall be performed on the fill and backfill at a rate of one test per every 5,000 square yards of fill per lift, per day
- B. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.
- C. Proofrolling: Subgrade to receive fill, finish subgrade of building or pavement areas, and aggregate base courses shall be proofrolled with a fully loaded dual wheel tandem axial dump truck or similar construction equipment. Four passes shall be made in each orthogonal direction. The proofrolling operation shall be observed by the Owner's testing agency. Should any area fail to tighten up after proofrolling and continue to rut and/or pump, the soil shall be scarified and moistened or aerated and recompacted. Repeat proofrolling operations.

### 3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace material to depth directed by the Civil Engineer; reshape and recompact at optimum moisture content to the required density.

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- C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

**3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove surplus soil and waste material, including unsatisfactory soil, excess topsoil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 31 20 00



SECTION 31 25 00  
EROSION CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following: Soil erosion and sedimentation control for all areas of the site that are graded or disturbed by any construction operations and elsewhere as indicated on the Drawings or specified herein. Erosion control shall be as specified herein and as may be required by actual conditions and governing authorities.
- B. The Contractor is fully responsible for all applicable permits and approvals for off-site borrow and waste areas.
- C. The Contractor shall have full responsibility for the construction and maintenance of erosion control and sedimentation control facilities as shown on the Drawings and as specified herein. The Contractor shall at all times provide the operation and maintenance necessary to operate the permitted sediment and erosion controls at optimum efficiency.
- D. The Contractor shall provide temporary ground cover on disturbed areas of the site per the NCG010000 Ground Stabilization Schedule and as noted on the drawings, and shall provide permanent ground cover in no more than 30 days after final grades have been approved for permanent seeding by the Owner and Civil Engineer..
- E. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 31 Section "Site Clearing."
  - 2. Division 31 Section "Earth Moving."
  - 3. Division 32 Section "Planting."

1.3 PRODUCT HANDLING

- A. Deliver seed, fertilizer and other packaged materials in unopened original packages with labels legible and intact. Seed packages shall bear a guaranteed analysis by a recognized authority.
- B. On-site storage of materials shall be kept to a minimum. Wet or damaged seed or other material shall be removed from the project site immediately.

1.4 MONITORING AND RECORD KEEPING

- A. Contractor shall abide by all conditions of the General Permit to Discharge Stormwater under the National Pollutant Discharge Elimination System (NPDES), Permit No. NCG010000 (obtain copy from Owner) and the general requirements listed below. NPDES General Permit No. NCG0100000 can be viewed at: [http://portal.ncdenr.org/c/document\\_library/get\\_file?uuid=e541fd22-27e3-4c7e-aa11-9396bdfcb091&groupId=38364](http://portal.ncdenr.org/c/document_library/get_file?uuid=e541fd22-27e3-4c7e-aa11-9396bdfcb091&groupId=38364).
- B. Submit an electronic Notice of Intent (NOI) form requesting a Certificate of Coverage (COC) under the NCG010000 Construction Stormwater General Permit. The COC must be obtained prior to the commencement of any land disturbing activity. Refer to the DEMLR erosion control "letter of approval" for additional information. The NOI form may be accessed at [deq.nc.gov/ncg01](http://deq.nc.gov/ncg01). The \$100 fee shall be a line item on the pay application.

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- C. Complete self-inspection, record keeping and reporting in accordance with NCG010000 requirements. Complete copies of the form "Inspection and Monitoring Records for Activities under Stormwater General Permit NCG010000 and Self-inspection Records for Land Disturbing Activities per G.S. 113a-54.1" and keep completed copies of the form onsite.
- D. All sediment and erosion control devices and facilities shall be inspected at least once every seven (7) calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour period.
- E. Stormwater discharges shall be inspected by observation for stormwater discharge characteristics (as listed below) at the above frequency to evaluate the effectiveness of the sediment control facilities, devices or practices. Observations shall be made at all stormwater discharge outfalls and other locations where concentrated stormwater discharges from the site. Observations shall be qualitative, no analytical testing or sampling is required. If any visible off-site sedimentation is leaving the site, corrective action shall be taken to reduce the discharge of sediments.
  - 1. Color.
  - 2. Odor.
  - 3. Clarity.
  - 4. Floating solids.
  - 5. Suspended solids.
  - 6. Foam.
  - 7. Oil sheen.
  - 8. Other obvious indicators of stormwater pollution.
- F. The contractor shall perform and keep records of the above inspections. Visible sedimentation found off the site shall be recorded with a brief explanation as the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. This record shall be made available to the Owner, Architect and governmental authorities.

**PART 2 - PRODUCTS**

**2.1 SOIL AMENDMENTS AND SEED**

- A. Refer to Division 32 Section "Planting."

**2.2 MISCELLANEOUS**

- A. Gravel for Stone Filters: Washed No. 57 stone or as indicated on the drawings.
- B. Silt Fabric: A synthetic filter fabric or a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn, which is certified by the manufacturer or supplier as conforming to the following requirements.
  - 1. Filtering efficiency: 85% min.
  - 2. Tensile Strength at 20% (max) elongation: 30 lb/lin in (min).
  - 3. Slurry Flow Rate: 0.3 gal/sq-ft/min (min)
  - 4. Fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected useable construction life.
- C. Filter Fabric (for installation under riprap): Woven geotextile fabric, apparent opening size no larger than US Standard Sieve no. 70, min. grab strength of 120-lbs.
- D. Manufactured Inlet Sediment Control Device: Storm drainage inlet sediment control device shall be manufactured from woven polypropylene geotextile to fit the opening of a catch basin or drop inlet to filter sediment from runoff entering the inlet. The device shall be a High Flow Siltsack as manufactured by ACF Environmental, Inc. or approved equal. Device shall be provided with an integral curb deflector if installed at a catch basin with a vertical opening adjacent to a horizontal grate.

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- E. Polyacrylamide (PAM) Turbidity Control Log: Soil specific tailored, solid form PAM product containing blends of water treatment components and polyacrylamide co-polymer for water clarification (25 NTU max. at outlet of sediment basin) and erosion control. Product shall be designed for site specific soil and water conditions. APS-700 Series Flocc Log by Applied Polymer Systems, Inc. or approved equal.
- F. Dewatering Silt Bag: Permeable, non-woven geotextile bag manufactured to accept and filter pumped, sediment-laden water from dewatering activities. Silt bag shall be sized as appropriate for the dewatering pump discharge rate and shall be fitted with a fill spout large enough to accommodate the discharge piping of the dewatering pump. Silt bag shall be Dirtbag as manufactured by ACF Environmental, Inc. or approved equal.

**2.3 CHANNEL AND SLOPE MATTING**

- A. Slope and Channel Matting: Erosion Control blankets shall be a machine-produced mat of curled wood fiber (excelsior) or synthetic polypropylene fiber as specified below. The blanket shall be of consistent thickness with the fiber evenly distributed over the entire area of the mat. The blanket shall be covered with a photo degradable plastic netting secured to the fiber mat. Slope matting and channel liners shall be excelsior mat unless otherwise indicated on the drawings.
  - 1. Excelsior Mat (Turf Reinforcement Mat):
    - a. Fiber: Curled wood excelsior of 80% six inch or longer fiber length with a consistent width of fibers evenly distributed throughout the mat. Mat shall be smolder resistant with no chemical additives.
    - b. Top and Bottom Netting: Photo degradable extruded plastic netting with maximum mesh size of  $\frac{3}{4}$ " x  $\frac{3}{4}$ ".
  - 2. Coconut Mat (Turf Reinforcement Mat):
    - a. Fiber: 100% coconut fiber (0.5-lbs./sq.yd.)
    - b. Top Netting: 100% biodegradable jute (9.3-lbs/1000-sq.ft. approx. weight.)
    - c. Bottom Netting: 100% biodegradable jute (7.7-lbs/1000-sq.ft. approx. weight.)
    - d. C125BN by North American Green or approved equal.
  - 3. Synthetic Mat:
    - a. Fiber: UV stabilized polypropylene fiber matrix (0.7-lbs./sq.yd.)
    - b. Top Netting: Extra heavyweight UV stabilized polypropylene (5-lbs/1000-sq.ft. approx. weight.)
    - c. Bottom Netting: Heavyweight UV stabilized polypropylene (3-lbs/1000-sq.ft. approx. weight.)
    - d. P300 by North American Green or approved equal.
  - 4. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 6" long legs. 1.75 staples per square yard of matting minimum.

**2.4 RIPRAP**

- A. Riprap: Provide riprap of the class and quantity indicated on the Drawings. While no specific gradation is required, the various sizes of the stone shall be equally distributed within the required size range. The size of an individual stone shall be determined by measuring its long dimension. Stone shall meet the requirements of the following table for class and size distribution. No more than 5% of the material furnished can be less than the minimum size specified nor no more than 10% of the material can exceed the maximum size specified.

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REQUIRED STONE SIZES - INCHES			
CLASS	MINIMUM	MIDRANGE	MAXIMUM
A	2	4	6
B	5	8	12
1	5	10	17
2	9	14	23

PART 3 - EXECUTION

3.1 GENERAL

A. Existing Structures and Facilities

- Existing structures, facilities, and water courses shall be protected from sedimentation.
- The Contractor shall be responsible for the construction of necessary measures, and all costs shall be at the expense of the Contractor.
- Items to be protected from sedimentation deposits shall include, but are not limited to, all down stream property, natural waterways, streams, lakes and ponds, catch basins, drainage ditches, road gutters, and natural buffer zones.
- Control measures such as the erection of silt fences, barriers, dams, or other structures shall begin prior to any land disturbing activity. Additional measures shall be constructed as required during the construction.
- All facilities installed shall be maintained continuously during construction until the disturbed areas are stabilized. Contractor shall remove all erosion control measures at the end of the project at his expense unless otherwise directed by the Owner or his representative.
- Perform monitoring and record keeping as specified in this section.

3.2 PROTECTIVE MEASURES

A. Protective measures shall conform to all State and Local requirements.

B. Construction and maintenance of sediment and erosion control measures shall be in accordance with all applicable laws, codes, ordinances, rules and regulations.

- Silt Fence: Hog wire or wire mesh fastened to posts as recommended by the Manufacturer, and covered with silt fabric.
- Berms and Diversion Ditches: These shall be graded channels with a supporting ridge on the lower side constructed across a sloping land surface. Diversion ditches and berms shall be planted in vegetative cover as soon as completed.
- Mulching: Mulching shall be used to prevent erosion and to hold soil and seed in place during the establishment of vegetation.
- Matting: Temporary slope and channel matting shall be used for temporary stabilization during the establishment of seeded cover in all grassed ditches, channels, long slopes, and steep banks (6:1 or steeper) and additional areas as indicated on plans. Matting shall be installed on any area on site as needed to provide temporary stabilization whether or not matting is indicated on the plan. Install as indicated or per manufacturer's instructions. The installation of matting may be waived by the Architect if surface stabilization is obtained by other methods within the appropriate and agreed time frames. If adequate stabilization is not obtained, the Contractor shall install matting where required at no additional cost to the Owner.

Allowances in the

contract for Turf-Reinforcement Mat shall be considered to be in addition to the matting indicated on the plan and required by this Section.

5. Build Berm, Pits and Gravel Filter as shown on Drawings. Maintain during construction to keep erosion and sedimentation to a minimum. When it is necessary to remove berm, pits, and gravel, return area to required profiles and condition.
  6. Construction Entrances: Construct all entrances in accordance with plans. Maintain all ingress/egress points to prevent tracking of soil onto the Owner's, public or private roads. Any soil that is tracked onto the roads shall be removed immediately.
  7. Riprap: Stone shall be graded so that the smaller stones are uniformly distributed throughout the mass. Stone may be placed by mechanical methods, augmented by hand placing where necessary, provided that when the riprap is completed it forms a properly graded, dense, neat layer of stone.
  8. Other Measures: Other methods of protecting existing structures and facilities, such as vegetative filter strips, diversions, rip-rap, baffle boards, and ditch checks used for reduction of sediment movement and erosion, may be used at the option of the Contractor when approved by the appropriate State or local authorities.
  9. Manufactured Inlet Sediment Control Device: Install device in accordance with manufacturer's instructions and install a curb deflector if appropriate. Inspect device after each rain event and at intervals not exceeding two weeks during construction. Remove, empty, clean, and replace the device as needed during construction. Empty collected sediment in approved, protected location. Remove and dispose of device following full and permanent stabilization of the contributing drainage area.
  10. PAM Turbidity Logs: At a minimum, install logs in drainage structures located immediately upstream of sediment basins and traps. Install additional logs in any other locations indicated on the drawings. Install per manufacturer's instructions. Check logs regularly and after every runoff producing rainfall and replace as needed throughout the duration of construction.
  11. Dewatering Silt Bag: Install silt bag on an undisturbed slope so incoming water flows downhill through the bag without causing erosion. Remove and replace silt bag when device no longer drains efficiently due to accumulated sediment in bag. Empty bag within disturbed limits of the site protected by other sediment control measures.
- B. Provide the following, at a minimum, to prevent windblown dust.
1. Apply straw mulch and establish temporary or permanent ground cover on exposed soil where work is not being actively performed.
  2. Cover or establish vegetative cover on stockpiles.
  3. Apply water or other approved dust suppressant as needed to soil surfaces before they become excessively dry.
  4. Sweep and collect soil that has been tracked onto paved surfaces.

### 3.3 STABILIZATION

- A. Permanently protect stabilized areas prior to the removal of protective devices.
- B. After the final establishment of permanent stabilization, remove temporary sediment control measures. Re-spread accumulated sediments as specified.
- C. Permanently stabilize all areas disturbed by the removal and re-spreading operations immediately.

### 3.4 TEMPORARY SEEDING

- A. In accordance with the schedule as detailed on the drawings.

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**3.5 PERMANENT SEEDING**

- A. In accordance with the schedule as detailed on the drawings.

**3.6 MULCHING AND MATTING**

- A. Apply mulch or matting to retain soil and grass.
- B. Mulch areas with slope greater than 5% by spreading a light cover of mulch over seeded area at the rate of not less than 95 lbs. per 1000 sq. ft.
- C. Install temporary matting in all grassed ditches, channels, long slopes, and steep banks (6:1 or steeper) and additional areas indicated on plans or where extra protection from erosion is needed.

**3.7 TACKIFIER**

- A. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- B. Asphalt emulsion in paragraph below may be used as a tackifier in a hydroseeding slurry or to temporarily bond straw mulch in place.
- C. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors. (9 gals/1,000 SF).

END OF SECTION 31 25 13

**SECTION 32 12 16**  
**ASPHALT PAVING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes provisions for hot-mixed asphalt paving over prepared subbase.

**1.3 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 01 Specification Sections.
- B. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements of NCDOT "Standard Specifications for Roads and Structures".
- C. Job Mix Formula: Provide Geotechnical consultant with two copies of the proposed job mix formula at least ten days prior to beginning work. This formula shall be approved by NCDOT for the type of pavement specified.
- D. Recycled Content: All asphalt mixes shall include no more than 20% recycled asphalt product (RAP) and 0% recycled asphalt shingles (RAS).

**1.4 SITE CONDITIONS**

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt surface course when the minimum surface and air temperature is above 50 deg F and when base is dry. Base course may be placed when air temperature is above 40 deg F and rising.
- C. Grade Control: Establish and maintain required lines and elevations shown on the drawings.

**1.5 QUALITY ASSURANCE**

- A. Comply with provisions of the latest version of the following standards, except where more stringent requirements are indicated:
  - 1. All materials, construction methods and testing shall comply with the requirements of the latest editions of the North Carolina Department of Transportation (NCDOT) "Standard Specifications for Roads and Structures" and the NCDOT "Asphalt Quality Management System".
- B. All work within any NCDOT right-of-way shall conform to the provisions and conditions of the NCDOT encroachment agreement(s) and driveway permit(s) and other applicable NCDOT standards and policies. The encroachment agreement(s) and driveway permit(s) are considered part of the project specifications by reference. Copies of the agreement(s) and permit(s) will be provided upon request from the Architect.

**1.6 PROJECT CONDITIONS**

- A. The conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to natural occurrences prior to the start of work.
- B. The location of existing underground utilities indicated are approximate only. Field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated on the drawings.
  - 1. Hire a private utility locating company and /or utilize "NC one call" by calling 1-800-632-4949 prior to the start of work for assistance in the location of existing underground utilities.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Use locally available materials and gradations that comply with the requirements of the latest version of the NCDOT "Standard Specifications for Roads and Structures" and NCDOT "Asphalt Quality Management System" and exhibit a satisfactory record of installations.
- B. Aggregate Base Course (ABC): Type A aggregate base course meeting the requirements of the latest version of NCDOT "Standard Specifications for Roads and Structures" and NCDOT "Asphalt Quality Management System".
- C. Superpave Asphalt Paving Mix: Superpave base, intermediate and surface asphalt paving mix meeting the requirements of the latest version of NCDOT "Standard Specifications for Roads and Structures" and NCDOT "Asphalt Quality Management System". Types as indicated on the drawings.
- D. Tack Coat: Asphalt material meeting the requirement of the latest version of NCDOT "Standard Specifications for Roads and Structures" and NCDOT "Asphalt Quality Management System".
- E. Marking Paint: Thermoplastic Alkyd/Maleic and Hydrocarbon type, meeting the requirements of Section 1087 of NCDOT "Standard Specifications for Roads and Structures."
  - 1. Color: As indicated on the drawings.

## **PART 3 - EXECUTION**

### **3.1 SURFACE PREPARATION**

- A. General: Remove loose material from compacted subbase surface immediately before applying prime coat.
- B. Proof-roll prepared subgrade surface as described in Division 31 Section "Earth Moving" to check for unstable areas and areas requiring additional compaction.
- C. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving. Ensure subgrade is graded for proper drainage. Repair as needed to avoid ponding on final pavement surfaces.
- D. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at a rate of 0.05 to 0.15 gallons per sq. yd. of surface.
- E. Allow to dry until at proper condition to receive paving.
- F. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.



- G. Cold mill surfaces of existing pavements to a minimum depth of 1.5-inches at longitudinal terminus of asphalt overlays for a minimum width of 10 feet (extend terminus milling width to 100-ft on public roads) and at horizontal terminus (including along gutter line of existing curbs adjacent to asphalt overlays) for a minimum width of 6 feet to allow a smooth transition from full-depth thickness of overlay course to existing pavement or gutter surface. Thoroughly remove all loose material from milled surface before placing tack coat.
- H. Cold mill surfaces of existing pavements to required depths at edges of asphalt wedge sections on public roads for widths needed to allow minimum depth thickness of wedge course. Thoroughly remove all loose material from milled surface before placing tack coat.
- I. Place aggregate base courses as specified in Section 31 20 00 "Earth Moving".

### 3.2 PLACING MIX

- A. Limitations: Do not produce or place asphalt mixtures during rainy weather, when the subgrade or base course is frozen, or when the moisture on the surface to be paved would prevent proper bond. Comply with all NCDOT weather and temperature limitations.
- B. General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225 deg F. Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.
- C. Paver Placing: Place in strips not less than 10 feet wide, unless otherwise acceptable to Architect. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- D. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- E. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.

### 3.3 ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained required density. Compact the asphalt to at least the minimum percentage of the maximum specific gravity listed:
  - 1. S-9.5B (2018): 92% of Maximum Specific Gravity.

2. All other mixes refer to NCDOT Specs
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.4 TRAFFIC MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Materials: Use thermoplastic marking for all pavement markings.
- C. Apply traffic paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

### 3.5 FIELD QUALITY CONTROL

- A. General: Testing of asphalt concrete mix and in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by Owner's testing laboratory in accordance with Division 01 Section "Quality Control." Repair or remove and replace unacceptable paving as directed by Architect.
  1. Testing agency will conduct and interpret tests and state in each report whether tested work complies with or deviates from the specified requirements.
- B. Thickness: In-place compacted thickness shall be tested in accordance with ASTM D 3549. Results shall be considered unacceptable if less than the thickness specified on the drawings.
- C. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10 feet straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
  1. Base Course Surface: 1/4 inch.
  2. Wearing Course Surface: 3/16 inch.
  3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168.
  1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
  2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
    - a. One core sample will be taken for every 1,000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
    - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

**COUNTY OF WAKE**  
**WILLOW SPRINGS ELEMENTARY SCHOOL TRACK REPAVING**  
**CONSTRUCTION DOCUMENTS**  
**TIMMONS GROUP PROJECT NO. 50354**

**06/02/2022**

- F. Repair all test core holes with full depth asphalt patch, regardless of patching performed by the testing agent hired by the owner. If the testing agent hired by the owner installed a grouted patch, consult with the civil engineer if repatching core holes is needed.
- G. Perform ponding water tests. Repair areas of pavement that pond water.
- H. Check surface areas at intervals as directed by the civil engineer and/or Architect.

END OF SECTION 32 12 16

SECTION 32 13 13  
CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes exterior portland cement concrete paving for the following:
  - 1. Curbs and gutters, pavement, walkways, pads.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 31 Section "Earth Moving" for subgrade preparation, grading and subbase course.
  - 2. Division 03 Section "Cast-in-Place Concrete" for general building applications of concrete.
  - 3. Division 07 Section "Sealants and Caulking" for joint fillers and sealants within concrete paving and at joints with adjacent construction.

1.3 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by Architect.
- C. Design mixes for each class of concrete. Include percentage of recycled content (20% maximum). Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

1.4 QUALITY ASSURANCE

- A. Concrete Standards: Comply with provisions of the latest version of the following standards, except where more stringent requirements are indicated.
  - 1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings."
  - 2. ACI 318, "Building Code Requirements for Reinforced Concrete."
  - 3. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."
- B. Concrete Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
- C. Concrete Testing Service: Engage a qualified independent testing agency to perform materials evaluation tests and to design concrete mixes.

1.5 PROJECT CONDITIONS

- A. The conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to natural occurrences prior to the start of work.
- B. The location of existing underground utilities indicated are approximate only. Field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated on the drawings.
  - 1. Hire a private utility locating company and /or utilize "NC one call" by calling 1-800-632-4949 prior to the start of work for assistance in the location of existing underground utilities.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

### **2.2 FORMS**

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
  - 1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

### **2.3 STEEL REINFORCEMENT**

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- C. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- D. Plain Steel Wire: ASTM A 82, as drawn.
- E. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- F. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement: ASTM C 150, portland cement, Type I, II, or III.
    - a. Fly Ash: ASTM C 618, Class F. 20% by weight of required cement content, with 1.2-lbs Fly Ash per 1-lb of cement replaced.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120 with 1-lb slag per 1-lb of cement replaced.
- B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate, uniformly graded. Provide aggregates from a single source[ with documented service record data of at least 10 years' satisfactory service in similar pavement applications and service conditions using similar aggregates and cementitious materials].
  - 1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M, potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

## 2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
  - 1. Available Products:
    - a. Axim Concrete Technologies; Cimfilm.
    - b. Burke by Edeco; BurkeFilm.
    - c. ChemMasters; Spray-Film.
    - d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
    - e. Dayton Superior Corporation; Sure Film.
    - f. Euclid Chemical Company (The); Eucobar.
    - g. Kaufman Products, Inc.; Vapor Aid.
    - h. Lambert Corporation; Lambco Skin.

- i. L&M Construction Chemicals, Inc.; E-Con.
  - j. MBT Protection and Repair, ChemRex Inc.; Confilm.
  - k. Meadows, W. R., Inc.; Sealtight Evapre.
  - l. Metalcrete Industries; Waterhold.
  - m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
  - n. Sika Corporation, Inc.; SikaFilm.
  - o. Symons Corporation; Finishing Aid.
  - p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- 1. Available Products:
    - a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
    - b. Burke by Edoko; Aqua Resin Cure.
    - c. ChemMasters; Safe-Cure Clear.
    - d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
    - e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
    - f. Euclid Chemical Company (The); Kurez DR VOX.
    - g. Kaufman Products, Inc.; Thinfilm 420.
    - h. Lambert Corporation; Aqua Kure-Clear.
    - i. L&M Construction Chemicals, Inc.; L&M Cure R.
    - j. Meadows, W. R., Inc.; 1100 Clear.
    - k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
    - l. Symons Corporation; Resi-Chem Clear.
    - m. Tamms Industries Inc.; Horncure WB 30.
    - n. Unitex; Hydro Cure 309.
    - o. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

## 2.6 RELATED MATERIALS

- A. Expansion and Isolation Joint Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Wheel Stops: Precast, air-entrained concrete; 2500-psi minimum compressive strength; approximately 6 inches high, 9 inches wide, and 84 inches long. Provide chamfered corners and drainage slots on underside, and provide holes for dowel-anchoring to substrate.
  - 1. Dowels: Galvanized steel, diameter of  $\frac{3}{4}$  inch, minimum length 10 inches.. Dowels shall be recessed 1" below top of wheel stop.
- C. Slip Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- D. Bonding Agent: ASTM C 1059, Acrylic or styrene butadiene.
- E. Epoxy Adhesive: ASTM C 881, two-component material suitable for dry or damp surfaces. Provide material type, grade, and class to suit requirements.
- F. Pigment Mineral Dry-Shake Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.
  - 1. Available Products:
    - a. Conspec Marketing & Manufacturing Co., Inc.; Conshake 600 Colortone.
    - b. Dayton Superior Corporation; Quartz Tuff.

- c. Euclid Chemical Company (The); Surfex.
  - d. Lambert Corporation; Colorhard.
  - e. L&M Construction Chemicals, Inc.; Quartz Plate FF.
  - f. MBT Protection and Repair, ChemRex Inc.; Mastercron.
  - g. Metalcrete Industries; Floor Quartz.
  - h. Scofield, L. M. Company; Lithochrome Color Hardener.
  - i. Symons Corporation; Hard Top.
2. Color: As selected by Architect from manufacturer's full range.

## 2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 4000 psi, 3500 psi, or 3000 psi as indicated on the drawings.
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: As specified by NCDOT Standard Specifications for class of concrete indicated.
  - 3. Slump Limit: Maximum 3.5 inches for non-vibrated, maximum 4 inches for vibrated.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 5-1/2 percent plus or minus 1.5 percent for 1-1/2-inch (38-mm) nominal maximum aggregate size.
  - 2. Air Content: 6 percent plus or minus 1.5 percent for 1-inch (25-mm) nominal maximum aggregate size.
  - 3. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch (19-mm) nominal maximum aggregate size.
- D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use admixtures in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements as follows:
  - 1. Fly Ash: 20 percent.
  - 2. Ground Granulated Blast-Furnace Slag: 50 percent.
  - 3. Combined Fly Ash, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash not exceeding 20 percent.
- F. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd..
- G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

## 2.8 CONCRETE MIXING



- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For concrete mixes larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

## 2.9 JOINT SEALANTS

- A. For expansion joints provide: Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.
- B. Round Backer Rod for Cold-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depths and pavement bottom-side adhesion of sealant.

## 2.10 DETECTABLE WARNING SURFACE TILES

- A. Tiles shall be designed to be cast-in-place within concrete pavement or sidewalks in compliance with ADA and ANSI requirements. Tiles shall be manufactured using matte finish exterior grade glass and carbon reinforced polyester based Sheet Molding Compound composite material with truncated domes containing fiberglass reinforcement. Tiles may also be manufactured of an epoxy polymer composition with an ultra-violet stabilized coating.
  - 1. Color: Tiles shall be homogeneous in color and shall be Federal Yellow unless noted otherwise.
  - 2. Domes: Domes shall meet the spacing and dimensional requirements of section 705.5 of ANSI A117.1 and shall be compliant with ADA requirements.
- B. Tiles shall be as manufactured by ADA Solutions, Inc., Armor-Tile by Engineered Plastics, Inc, or approved equal.

## PART 3 - EXECUTION

### 3.1 SURFACE PREPARATION

- A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving. Ensure subgrade is graded for proper drainage. Repair as needed to avoid ponding on final pavement surfaces.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.

- C. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase.
- D. Place aggregate base courses as specified in Division 31 Section "Earth Moving".

### 3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for paving to required lines, grades, and elevations. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- B. Check completed formwork and screeds for grade and alignment to following tolerances:
  - 1. Top of Forms: Not more than 1/8 inch in 10 feet.
  - 2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

### 3.3 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars" for placing and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

### 3.4 JOINTS

- A. General: Construct contraction, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.
- B. Contraction Joints: Provide weakened-plane contraction joints, sectioning concrete into areas as indicated below unless shown otherwise on Drawings. Construct contraction joints for a depth equal to at least 1/3 of the concrete thickness, as follows:
  - 1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, or otherwise damage surface and before development of random contraction cracks.
  - 3. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.

4. Spacing: Locate contraction joints at 10-ft max. intervals, each way in concrete pavement; 5-ft max. intervals, each way in concrete sidewalks/patios unless shown otherwise. Locate contraction joints in sidewalks less than 8-ft in width at 5-ft intervals across the walk. Locate contraction joints in sidewalks of 8-ft and greater width at 5-ft intervals across the walk and equally section the walk lengthwise with joints at 5-ft max. intervals (example: an 8-ft wide walk shall have contraction joints at 5-ft spacing across the walk and one joint dividing the walk lengthwise into two, equal 4-ft sections.)
- C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than 1/2 hour, unless paving terminates at isolation joints.
  1. Continue reinforcement across construction joints unless indicated otherwise. Do not continue reinforcement through sides of strip paving unless indicated.
  2. Provide tie bars at sides of paving strips where indicated.
  3. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.
- D. Isolation (expansion) Joints: Form isolation joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
  1. Locate expansion joints in curbs and sidewalks at intervals of 30 feet, each way, unless indicated otherwise.
  2. Extend joint fillers full width and depth of joint 1/2 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.
  3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.
  4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- E. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
  1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work. Ensure forms are set to ensure water will not pond on final surface.
- B. Remove snow, ice, or frost from base surface and reinforcing before placing concrete. Do not place concrete on surfaces that are frozen.
- C. Moisten base to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.
- D. Comply with requirements and with ACI 304R for measuring, mixing, transporting, and placing concrete.

- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete complying with ACI 309R.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcing, dowels, and joint devices.
- H. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.
- I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to Architect.
- J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.
- K. Cold-Weather Placement: Comply with provisions of ACI 306R and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- L. Hot-Weather Placement: Place concrete complying with ACI 305R and as specified when hot weather conditions exist.
  - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.

3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
- M. Detectable Warning Surface Tiles: Install tiles in accordance with manufacturer's instructions in locations indicated on the plans and details. Set tiles in concrete or mortar base with mortar joints. Sand base and joints will not be allowed.

### 3.6 CONCRETE FINISHING

- A. Float Finish: Begin floating when bleed water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/4 inch in 10 feet as determined by a 10-foot-long straightedge placed anywhere on the surface in any direction. Cut down high spots and fill low spots to ensure positive drainage and eliminate ponding. Refloat surface immediately to a uniform granular texture.
  1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across all site concrete sidewalk and pavement surfaces perpendicular to line of traffic to provide a uniform fine line texture finish.
  2. Very Fine Textured Broom Finish: Draw a very fine soft bristle broom across all concrete Play Area and Basketball Court surfaces perpendicular to direction of play to provide a uniform fine line texture finish for concrete.
- B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to a radius of 1/4-inch unless indicated otherwise on the drawings. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces.
- C. Step Tread Grooves: Tool three (3) parallel grooves along entire top front edge of new concrete stair treads.
- D. Colored Stamped Pattern Finish: After initial floating, apply dry-shake materials to pavement surface according to manufacturer's written instructions. Embed color materials by power floating. After final floating, apply stamped pattern in pavement surface. Cure concrete with curing compound recommended by dry-shake hardener manufacturer. Apply curing compound immediately after final finishing.
  1. Stamped Pattern: 8"x 4" "brick" in patterns as shown on drawings.

### 3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of ACI 306R for cold weather protection and ACI 305R for hot weather protection during curing.
- B. Evaporation Control: In hot, dry, and windy weather, protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before floating.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than 7 days with the following materials:
  - a. Water.
  - b. Continuous water-fog spray.
  - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with a 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.8 FIELD QUALITY CONTROL TESTING

- A. The Owner shall employ an independent testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement in accordance with Division 01 Section "Quality Control" and as follows:
  1. When total quantity of a given class of concrete is less than 50 cu. yd., Architect may waive strength testing if adequate evidence of satisfactory strength is provided.
  2. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no

compressive-strength test value falls below specified compressive strength by more than 500 psi.

- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within one week of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### **3.9 REPAIRS AND PROTECTION**

- A. Remove and replace concrete paving that is broken, damaged, or defective, or does not meet the requirements of this Section.
- B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.
- E. Remove and replace concrete paving or curb and gutter that ponds water.

END OF SECTION 32 13 13

**SECTION 33 40 00**  
**STORM DRAINAGE UTILITIES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes site drainage systems outside the building. Systems include the following:
  - 1. Storm drainage.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Division 31 Section "Earth Moving."
  - 2. Division 31 Section "Erosion Controls."
  - 3. Division 03 Section "Cast-In-Place Concrete."
  - 4. Division 22 Sections for storm drainage inside the building.

**1.3 DEFINITIONS**

- A. Drainage Piping: System of pipe, fittings, and appurtenances for gravity flow of storm drainage.

**1.4 SUBMITTALS**

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. As-Built Survey / Record drawings at Project closeout of installed drainage system piping. As-built survey shall be signed and sealed by a NC Professional Land Surveyor and shall include the following:
  - 1. As-built rims and inverts noted.
  - 2. Pipe materials and sizes, plus slopes and distances between structures.

**1.5 QUALITY ASSURANCE**

- A. Environmental Agency Compliance: Comply with regulations pertaining to storm drainage systems.
- B. Utility Compliance: Comply with regulations pertaining to storm drainage systems.
- C. Product Options: Drawings indicate sizes, profiles, connections, and dimensional requirements of system components and are based on specific manufacturer types indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 01 Section "Products."

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Do not store plastic structures in direct sunlight.
- B. Do not store plastic pipe or fittings in direct sunlight.
- C. Protect pipe, pipe fittings, and seals from dirt and damage.



**1.7 PROJECT CONDITIONS**

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted under the following conditions and then only after arranging to provide acceptable temporary utility services.
  - 1. Notify Architect not less than 48 hours in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without receiving Architect's written permission.
- D. The conditions existing at the time of inspection for bidding purposes will be maintained by the Owner to the extent practical. However, minor variations may occur due to natural occurrences prior to the start of work.
- E. The location of existing underground utilities indicated are approximate only. Field locate all existing underground utilities in the area of work, regardless of whether or not they are indicated on the drawings.
  - 1. Hire a private utility locating company and /or utilize "NC one call" by calling 1-800-632-4949 prior to the start of work for assistance in the location of existing underground utilities.

**1.8 SEQUENCING AND SCHEDULING**

- A. Coordinate storm drainage system connections to utility company's storm sewer.
- B. Coordinate storm drainage system connections to existing on-site storm sewer.
- C. Coordinate with interior building drainage systems.
- D. Coordinate with other utility work.

**PART 2 - PRODUCTS**

**2.1 PIPES AND FITTINGS**

- A. General: Refer to plans for specific pipe material applications.
- B. Ductile-Iron Pipe: ANSI/AWWA C150/A21.50 and C151/A21.51, minimum pressure class 250.
  - 1. Lining: AWWA C104, cement mortar, coal tar epoxy lined.
  - 2. Gaskets, Glands, and Bolts and Nuts: AWWA C111.
  - 3. Push-On-Joint-Type Pipe: AWWA C111, rubber gaskets.
  - 4. Coating: AWWA C151, bituminous coating.
- C. Polyvinyl Chloride (PVC) Sewer Pipe and Fittings: ASTM D-1785, SCH 40 PVC for solvent-cemented or gasketed joints.
  - 1. Primer: ASTM F 656.
  - 2. Solvent Cement: ASTM D 2564.
  - 3. Gaskets: ASTM F 477, elastomeric seal.
- D. Reinforced-Concrete Sewer Pipe and Flared End Sections: ASTM C 76, Class III.
  - 1. Standard Joints: Mortar or plastic cement putty seal meeting Federal Specification SS-S-00210.
  - 2. Watertight Joints: O-ring rubber gasket meeting ASTM C-443. Watertight joints shall be provided at outlet pipes that penetrate pond embankments and other locations specified on the drawings.

- E. High Density Polyethylene (HDPE) Pipe and Fittings: AASHTO M252, M294, MP6, or MP7. Smooth interior and corrugated exterior. All sizes shall conform to the AASHTO classification Type S or D. N-12 or N-12HC by ADS or approved equal.
  - 1. Standard Joints: Silt-tight, rubber gasket, ASTM F477, bell and spigot.
  - 2. Watertight Joints: Watertight per ASTM D3212, AASHTO M294, MP6 or MP7, bell and spigot, rubber gasket, ASTM F477.
  - 3. Fittings: AASHTO M252, M294, MP6 or MP7, welded on the interior and exterior at all junctions. Only fittings supplied or recommended by the pipe manufacturer shall be used.

## **2.2 DRAINAGE INLETS**

- A. Catch Basins and Drop Inlets: Brick and mortar, of depth, shape, and dimensions indicated. Precast concrete basins may be used in lieu of brick upon approval by the Architect. All structures shall be designed to withstand AASHTO H-20 loads.
  - 1. Base, Channel, and Bench: Concrete.
  - 2. Wall: ASTM C 32, Grade MS, clay brick masonry units.
    - a. Option: ASTM C 55, Grade S-II, solid concrete brick masonry units may be used instead of clay brick.
  - 3. Mortar: ASTM C 270, Type S, using ASTM C 150, Type I, portland cement.
  - 4. Grout for Pond/Wetland/BMP Installations: ASTM C1107, non-shrink, hydraulic cement grout.
- B. Frames and Grates: ASTM A48, Class 35B, cast iron, H-20 loading. Include flat grate with small square or short-slotted drainage openings as indicated on the drawings. Provide grate with openings compliant with ADA standards when located within sidewalk or other pedestrian walking areas or where specifically indicated on drawings.
- C. Area Drains or Planter Drains: 15-inch square top drain designed to be attached with a watertight connection to vertical HDPE or PVC pipe, ductile iron slotted surface grate, watertight pipe adapters. Grates shall be pedestrian-type where set in pavement or sidewalk. Grates shall be dome-type where set in mulched areas.

## **2.5 CONCRETE**

- A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:
  - 1. Cement: ASTM C 150, Type I, 3,000-psi.
  - 2. Fine Aggregate: ASTM C 33, sand.
  - 3. Coarse Aggregate: ASTM C 33, crushed gravel.
  - 4. Water: Potable.
- B. Structures: Portland-cement design mix, 4000 psi minimum, with 0.45 maximum water-cement ratio.
  - 1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
  - 2. Reinforcement Bars: ASTM A 615, Grade 60, deformed steel.

## **2.6 PERFORATED DRAIN PIPING**

- A. Perforated Drain Pipe and Fittings: ASTM D-1785, SCH 40 PVC with slotted perforations located in bottom half of pipe. Minimum 4-inch diameter unless otherwise indicated on the drawings.
  - 1. Filter Fabric: Non-woven geotextile drainage fabric per Division 31, Section "Earth Moving."

**2.8 CLEANOUTS**

- A. Description: ASME A112.36.2M, round, cast-iron housing with clamping device and round, secured, scoriated, cast-iron cover. Include cast-iron ferrule with inside calk or spigot connection and countersunk, tapered-thread, brass closure plug. Use units with top-loading classifications according to the following applications:
1. Light Duty: In earth or grass, foot-traffic areas.
  2. Medium Duty: In paved, foot-traffic areas.
  3. Heavy Duty: In vehicle-traffic service areas.
  4. Extra Heavy Duty: In roads.

**PART 3 - EXECUTION**

**3.1 EARTHWORK**

- A. Excavating, trenching, and backfilling are specified in Division 31, Section "Earth Moving."

**3.2 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS**

- A. Special Pipe Couplings: Use where indicated and where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.

**3.3 INSTALLATION, GENERAL**

- A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of underground drainage systems piping. Location and arrangement of piping layout take into account many design considerations. Install piping as indicated, to extent practical.
- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.
- C. Use proper size increasers, reducers, and couplings, where different sizes or materials of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.
- D. Install drainage piping pitched down in direction of flow, at minimum slope of 1 percent and 36-inch minimum cover, except where otherwise indicated.
- E. Polyvinyl Chloride (PVC) Plastic Pipe and Fittings: As follows:
1. Join solvent-cement-joint pipe and fittings with solvent cement according to ASTM D 2855 and ASTM F 402.
  2. Join pipe and gasketed fittings with elastomeric seals according to ASTM D 2321.
  3. Join profile sewer pipe and ribbed drain pipe and gasketed fittings with elastomeric seals according to ASTM D 2321 and manufacturer's written instruction.
  4. Install according to ASTM D 2321.
- F. Install HDPE pipe in accordance with ASTM D2321 with the exception that minimum cover in trafficked areas shall be 12-inches.
1. Slightly scarify and grade the trench base to provide a uniform trench bottom. Before installing pipe, bring bedding material or trench bottom to grade along the entire length of the pipe. For 42" pipe and larger, shallow bell holes shall be provided.
  2. Trench width shall be wide enough to accommodate compaction equipment. Refer the manufacturer's recommendations. Pipe backfill to springline shall be compacted to 95% Standard Proctor density irregardless of pipe location.

3. Excessive groundwater necessitates dewatering. Pipe will float in standing water, requiring immediate haunching and initial backfill to hold line and grade.
  4. Join pipe per manufacturer's instructions.
  - G. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and fit both systems' materials and dimensions.
- 3.4 CATCH BASIN INSTALLATION
- A. Construct catch basins to sizes and shapes indicated.
  - B. Set frames and grates to elevations indicated.
  - C. Install prefabricated area drains per manufacturer's instructions.
- 3.7 CLOSING ABANDONED STORM DRAINAGE SYSTEMS
- A. Abandoned Piping: Close open ends of abandoned underground piping that is indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either of the following procedures:
    1. Close open ends of piping with at least 8-inch-thick brick masonry bulkheads.
    2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
  - B. Abandoned Structures: Excavate around structure as required and use either of the following procedures:
    1. Remove structure and close open ends of remaining piping.
    2. Backfill to grade according to Division 31, Section "Earth Moving."
- 3.8 FIELD QUALITY CONTROL
- A. Clear interior of piping and structures of dirt and superfluous material as the work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
    1. In large, accessible piping, brushes and brooms may be used for cleaning.
    2. Place plug in end of incomplete piping at end of day and whenever work stops.
    3. Flush piping between manholes and other structures, if required by authorities having jurisdiction, to remove collected debris.
  - B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of the Project.
    1. Submit separate reports for each system inspection.
    2. Defects requiring correction include the following:
      - a. Alignment: Less than full diameter of inside of pipe is visual between structures.
      - b. Deflection: Flexible piping with deflection that prevents passage of a ball or cylinder of a size not less than 92.5 percent of piping diameter.
      - c. Crushed, broken, cracked, or otherwise damaged piping.
      - d. Infiltration: Water leakage into piping.
      - e. Exfiltration: Water leakage from or around piping.
    3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.
    4. Reinspect and repeat procedure until results are satisfactory.
  - C. All HDPE pipe and fittings 12-inch in diameter and greater shall be inspected by the pipe supplier/manufacturer following delivery to the construction site for damage caused during transit. Damaged or defective materials shall be removed from the site. A record of this

**COUNTY OF WAKE**  
**WILLOW SPRINGS ELEMENTARY SCHOOL TRACK REPAVING**  
**CONSTRUCTION DOCUMENTS**  
**TIMMONS GROUP PROJECT NO. 50354**

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inspection(s) shall be submitted to the Architect. Contractor shall supply documentation of experience in the installation of HDPE storm drainage pipe or shall provide for installation supervision by the supplier/manufacturer.

- D. Test new piping systems and parts of existing systems that have been altered, extended, or repaired for leaks and defects.
  - 1. Do not enclose, cover, or put into service before inspection and approval.
  - 2. Test completed piping systems according to authorities having jurisdiction.
  - 3. Schedule tests, and their inspections by authorities having jurisdiction, with at least 24 hours' advance notice.
  - 4. Submit separate reports for each test.

END OF SECTION 33 40 00

## **APPENDIX E – PROJECT CLOSE-OUT CHECK LIST**

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

Page 1

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
<b>A. General Requirements</b>		
1. Certificate of Substantial Completion (AIA G704) (Executed by Designer, Contractor and Owner)	_____	_____
2. Inspections Certifications		
a. Certificate of Occupancy (By Building Inspections Officials)	_____	_____
b. Copy of Building Official Inspection Card (Showing required inspection approvals)	_____	_____
c. Regulatory Inspection Sign-Offs (as applicable)		
(1) General Contract	_____	_____
(2) Plumbing Subcontract	_____	_____
(3) Fire Protection Contract	_____	_____
(4) Mechanical Contract	_____	_____
(5) Electrical Contract	_____	_____
(6) Certification Reports for All Backflow Assemblies (Includes Plumbing, HVAC, Fire Protection as applicable)	_____	_____
(7) Well Water Quality Test Report (if applicable)	_____	_____
(8) Other Certifications as Required (NCDFS, NC DOT, NC Land Quality, Local Government, Utilities, Health Dept., Fireproofing Certification, Structural Steel Inspection Certification, etc.)	_____	_____
3. Closeout Reports & Documentation		
a. Owner Instruction and Training with Equipment and Systems (Memo/List of Attendees required for each session)	_____	_____
b. HVAC Test and Balance Report (Approval cover letter from Designer required)	_____	_____
c. Attic Stock Turnover (Transfer to Owner with Typed Inventory Required)	_____	_____
d. Keys & Permanent Hardware Changeover (Delivery of Final Keys and Cabinet to Owner; Memo of Hardware Changeover Date)	_____	_____

## **APPENDIX E – PROJECT CLOSE-OUT CHECK LIST**

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

Page 2

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
e. Insurance Coverage Change Over	_____	_____
f. Utility Account Change Over		
(1) Electric Service	_____	_____
(2) Gas Service	_____	_____
(3) Water Service	_____	_____
(4) Other Utility Service	_____	_____
 B. Record Document Requirements		
1. As-built drawings		
a. Site/Civil	_____	_____
b. Architectural & Structural	_____	_____
c. Plumbing	_____	_____
d. Fire Protection	_____	_____
e. Mechanical	_____	_____
f. Electrical	_____	_____
g. Security	_____	_____
h. Other (Kitchen Equipment, etc.)	_____	_____
 2. Final Finish Schedule (updated with actual finishes and bound in with O+M Manual)	_____	_____
 3. Operation & Maintenance (O+M) Manuals (Approval cover letter from Designer required)	_____	_____
a. Product & Operations Data	_____	_____
b. Maintenance Information	_____	_____
c. Product Warranty Certificates/Maintenance Agreements	_____	_____
 3. Shop Drawings – Complete Set (With Architect's Review Stamp)	_____	_____
 4. Construction Site Documentation (Contractor's Job Log and Photographs)	_____	_____

## **APPENDIX E – PROJECT CLOSE-OUT CHECK LIST**

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

Page 3

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
C. Final Accounting Requirements – by Contractor		
1. Contractor's Certification Of Completion Of Work	_____	_____
2. Affidavit of Release of Liens (AIA G706A)	_____	_____
3. Affidavit of Payment of Debts and Claims (AIA G706)	_____	_____
4. Consent of Surety to Final Payment (AIA G707)	_____	_____
5. Final Certified NC Sales Tax Report	_____	_____
6. Final MBE Documentation (MBE Form-6)	_____	_____
7. Final Request for Payment Certified by Designer	_____	_____
D. Final Accounting Requirements – by Designer		
1. Cover Letter of Approval of Roof Warranty	_____	_____
2. Cover Letter of Approval for O&M Manuals	_____	_____
3. Certification by Architect of Completed Final Punch List	_____	_____
4. Final Completion Certificate executed by Designer	_____	_____
5. Final Liquidated Damages analysis by Designer		
6. Record Drawings (electronic files + 3 reproducible sets of all drawings based on Contractor As-Builts)	_____	_____
E. Warranty Period		
1. Pre-Expiration Warranty Inspection (Inspection 30 days prior to warranty expiration date)	_____	_____