

**CONTRACT DOCUMENTS**  
**TECHNICAL SPECIFICATIONS**  
**FOR**



**SAMPSON COUNTY**

PROJECT NAME:  
**Roseboro Emergency Services Building**

DATE ISSUED:  
**June 2026**

PROJECT OWNER:

Sampson County  
c/o Public Works  
827 Southeast Boulevard  
Clinton, NC 28328  
910-592-0188

PREPARED BY:

Kimley-Horn and Associates  
532 Patterson Avenue, Suite 160  
Mooresville, North Carolina 28117  
727-382-0735

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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

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SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

SECTION 00 01 14 – SAMPSON COUNTY MWBE VERIFICATION

MBE Participation Forms

END OF SECTION 00 01 14

**Appendix A**  
Bid Number: \_\_\_\_\_

**MBE Contract Provisions (Construction)**

**Application:**

The requirements of the Guidelines for Recruitment and Selection of Minority Businesses for Participation in County Construction Contracts are hereby made a part of these contract documents. These requirements will apply to all contract documents. These requirements shall apply to all contractors regardless of ownership.

**MBE Subcontract Goal:**

The goals for participation by Minority firms as subcontractors on this project have been set at ten percent (10%).

The Bidder shall provide, with the bid, documented proof in the form of Affidavit A - Part 1, IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION, that these goals have been met or exceeded;

OR

Provide with the bid, Affidavit A – Part 2, LISTING OF GOOD FAITH EFFORTS, identifying the amount of MBE participation; and prior to award, upon request, show evidence of good faith effort made prior to the bid opening to meet these goals;

OR

Provide, with the bid, Affidavit B, INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE, and upon request, information sufficient for the State to determine that the Bidder does not customarily subcontract work on this type of project.

The above information shall be submitted with the bid. This form must be attached to the bid at its submission; failure to submit the required forms will be cause for rejection of bid.

**Minimum Compliance Requirements:**

If the MBE subcontract goals are **not** achieved, the Bidder will provide the following documentation to the County

1. Affidavit A – Parts 1 and 2 **Must be submitted with the bid.**
2. Documentation of the Bidder's good faith efforts (Affidavit A – Part 1) to meet the goals set for the in these provisions. This documentation shall include the following evidence:
  - a. Copies of solicitations for quotes to at least three (3) MBE firms from the source list provided by the State of North Carolina (<http://www.doa.nc.gov/hub/>) for each subcontract to be let under this contract (if three (3) or more firms are shown on the source list). Each solicitation will contain a specific description of the work to be subcontracted, locative of the Prime Bidder to contact, and location, date and time when quotes must be received.
  - b. Copies of quotes or responses received from each firm responding to the solicitation.
  - c. A telephone log of follow-up calls to each firm sent a solicitation.
  - d. For subcontract where an MBE firm is not considered to be the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

- e. Documentation of any contacts, correspondence or conversation with MBE firms made in an attempt to meet the goals.

**NOTE:** If the Bidder provides sufficient evidence (listed in #1) that the goals stated in the contract documents have been met, or awards all subcontracts to MBEs, the documentation listed in #2 will not be required.

Upon being named apparent low bidder, the Bidder will provide Affidavit C, complete with a description of the scope of services and dollar value from each MBE firm proposed for use in this contract. Failure to provide the documentation as listed in these provisions may result in rejection of the bid the County reserves the right to waive any irregularities in MBE documentation if they can be resolved prior to award of the contract, and the County finds it to be in its best interest to do so and award the contract.

**Program Compliance Requirements:**

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

In determining whether a contractor has made good faith efforts, the County will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. The County may take into account any or all of the following:

1. Whether the Bidder attended any prebid meetings that were scheduled by the County;
2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a minimum of three MBEs for each portion of the work subcontracted, that their interest in the contract was being solicited in sufficient time to allow the MBEs to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contacting MBEs to determine with certainty whether the MBEs were interested;
5. Whether the Bidder selected portions of the work to be performed by MBEs in order to increase the likelihood of meeting MBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);
6. Whether the Bidder provided interested MBEs with adequate information about the plans, specifications and requirements of the contract;
7. Whether the Bidder negotiated in good faith with interested MBEs, not rejecting MBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.



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

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

(Name of Bidder)

Affidavit of \_\_\_\_\_

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

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

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

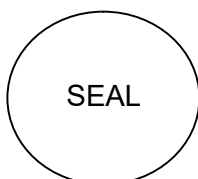
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

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

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

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

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

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



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

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

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

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

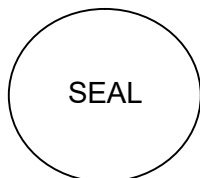
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

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

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

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

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

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

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

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

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

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

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

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

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

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

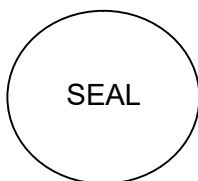
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

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



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

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

State of \_\_\_\_\_, County of \_\_\_\_\_

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

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

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

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

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

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

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

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

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

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

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

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

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

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

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

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

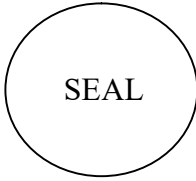
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

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

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

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

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

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

# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 00 01 15 – LIST OF DRAWINGS

### CIVIL

G-0	COVER SHEET
C-1	SITE PLAN
C-2	UTILITY/DEMO PLAN
C-3	GRADING/LAYOUT PLAN
C-5	SITE DETAILS

### ARCHITECTURAL

G-101	NORTH CAROLINA BUILDING CODE SUMMARY AND COVER SHEET
G-102	LIFE SAFETY PLAN AND WALL ASSEMBLIES
A-101	DIMENSIONED FLOOR PLAN, WINDOW AND DOOR SCHEDULES
A-102	REFLECTED CEILING PLAN
A-103	ROOF PLAN
A-201	EXTERIOR ELEVATION, ENLARGED PLANS AND INTERIOR ELEVATIONS
A-301	BUILDING SECTION, WALLS SECTIONS AND DETAILS
S-101	STRUCTURE NOTES
S-102	FOUNDATION PLAN AND FOOTING DETAILS
P.1	PLUMBING PLAN
M.1	HVAC NOTES, DETAILS & SCHEDULES
M.2	HVAC PLAN
E.1	ELECTRICAL NOTES, SCHEDULES AND DETAILS
E.2	ELECTRICAL POWER PLAN
E.3	ELECTRICAL LIGHTING PLAN

END OF SECTION 00 01 15

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## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

### 00 11 13 - ADVERTISEMENT FOR BIDS

Sealed bids for the construction of a new Sampson County Roseboro Emergency Services Facility located in Roseboro, North Carolina will be received by the County Manager, until 2:00 p.m. on Wednesday, June 24<sup>th</sup>, 2026 at 406 County Complex Rd., Suite 110, Clinton, NC, 28328 and thereafter opened and publicly read.

There will be a non-mandatory pre-bid conference held at 2:00pm, Monday, June 15<sup>th</sup>, 2026, at the Sampson County Administration Building, 406 County Complex Road, Clinton, NC, 28328.

The work includes General, Site Civil, Structural, Plumbing Mechanical and Electrical work to be constructed under Single Prime Lump Sum Contract. The extent of the work is shown on the drawings and specified in the project manual.

The goals for participation by Minority firms as subcontractors on this project have been set at ten percent (10%).

The Bidder shall provide, with the bid, documented proof in the form of Affidavit A - Part 1, IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION, that these goals have been met or exceeded;

OR

Provide with the bid, Affidavit A – Part 2, LISTING OF GOOD FAITH EFFORTS, identifying the amount of MBE participation; and prior to award, upon request, show evidence of good faith effort made prior to the bid opening to meet these goals;

OR

Provide, with the bid, Affidavit B, INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE, and upon request, information sufficient for the State to determine that the Bidder does not customarily subcontract work on this type of project.

The above information shall be submitted with the bid. The forms must be attached to the bid at its submission; failure to submit the required forms will be cause for rejection of bid.

Known prospective bidders have been provided with Contract Documents at the following locations:

- <https://www.sampsoncountync.gov/Business/Bids-and-RFPs>
- <https://evp.nc.gov/>

Each proposal must be accompanied by a cashier's check issued by or a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation payable to Sampson County, North Carolina in an amount of five percent (5%) of the gross amount of the proposal or by a bond in an amount equal to not less than five percent (5%) of the proposal. executed in accordance with and conditioned as prescribed by G.S. 143-129, State of North Carolina. If the successful bidder fails to give satisfactory surety as required by law, the Owner will retain the above deposit. All contractors are hereby notified that they shall be properly licensed under the state laws governing their trades.

Performance payment bonds, each in the amount of one hundred percent (100%) of the contract price, will be required of the successful bidder in accordance with G.S. 44A-26.

Sampson County reserves the right to reject any or all proposals.

SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

00 11 16 - INVITATION TO BID

PROJECT: Sampson County Roseboro Emergency Services Building  
Roseboro, North Carolina

ARCHITECT: Andrew W. Privette, AIA; Designed to Build, Inc.  
d2bandrew@gmail.com

ENGINEER: Stephen Blanchard, PE; Jim Blanchard and Associates, Inc.  
steve@jimblanchardassociates.com

OWNER'S ADVISOR: Shelby Hughes, PE; Kimley-Horn and Associates, Inc.  
Shelby.hughes@kimley-horn.com

PROJECT LOCATION: 539 W Dr Martin L King Jr Blvd, Roseboro, North Carolina.

GENERAL DESCRIPTION OF WORK: The Sampson County Roseboro Emergency Services Building includes General, Site Civil, Structural, Plumbing Mechanical and Electrical improvements for a new premanufactured emergency services building. The proposed project will also include general site work, utility extensions, and landscaping as shown in the contract documents.

MINORITY BUSINESS PARTICIPATION: The goals for participation by Minority firms as subcontractors on this project have been set at ten percent (10%).

The Bidder shall provide, with the bid, documented proof in the form of Affidavit A - Part 1, IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION, that these goals have been met or exceeded;

OR

Provide with the bid, Affidavit A – Part 2, LISTING OF GOOD FAITH EFFORTS, identifying the amount of MBE participation; and prior to award, upon request, show evidence of good faith effort made prior to the bid opening to meet these goals;

OR

Provide, with the bid, Affidavit B, INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE, and upon request, information sufficient for the State to determine that the Bidder does not customarily subcontract work on this type of project.

The above information shall be submitted with the bid. The forms must be attached to the bid at its submission; failure to submit the required forms will be cause for rejection of bid.



SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

**BIDS DUE:** Bids will be received until **2:00 pm, Wednesday, June 24<sup>th</sup>, 2026** at the Sampson County Administration Building, 406 County Complex Road, Clinton, NC, 28328.

**PRE-BID CONFERENCE:** There will be a non-mandatory pre-bid conference held at **2:00pm, Monday, June 15<sup>th</sup>, 2026** at the Sampson County Administration Building, 406 County Complex Road, Clinton, NC, 28328.

**BID BOND:** 5% of bid required of each contractor.

**PERFORMANCE BOND:** General Contractor to include Performance Bond and Payment Bond for 100% of Contract Amount in the base bid. All bidders are hereby notified that they shall be properly qualified under the state laws governing their respective trades.  
Contractors must be licensed for work in the state of the project's jurisdiction.

**E-VERIFY AFFIDAVIT:** No board or governing body of the State, or of any institution of the State government, or of any political subdivision of the State, may enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. An E-Verify affidavit is required with each bid submission. The affidavit has been included as part of this section (Section 00 11 16).

**NON-COLLUSION AFFIDAVIT:** A non-collusion affidavit is required from all prime bidders. Failure of any bidder to provide a required affidavit to the governmental agency shall be grounds for disqualification of his bid. The affidavit has been included as part of this section (Section 00-11-16).

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

SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

**SAMPSON COUNTY, NORTH CAROLINA**  
**Attach to Bid — Required Submission**

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**E-VERIFY AFFIDAVIT**

(N.C.G.S. § 143-133.3; Article 2 of Chapter 64)

**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

I, Click to enter Affiant Name (the individual attesting below), being duly authorized by and on behalf of Click to enter Name of Entity (Employer) (the entity bidding on this project, hereinafter "Employer"), after first being duly sworn, hereby swear or affirm as follows:

1. **E-Verify defined.** Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C.G.S. § 64-25(5).
2. **Employers must use E-Verify.** Employer understands that, after hiring an employee to work in the United States, each employer shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. § 64-26(a).
3. **Employer size.** Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No.) ☐ YES ☐ NO
4. **Subcontractor compliance.** Employer will not enter into a contract or subcontract with any subcontractor that does not comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Employer will require, as a condition of each subcontract, that the subcontractor certify its compliance with E-Verify. If Employer is the successful bidder, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.
5. **Continuing obligation.** Employer understands that this certification is a continuing obligation through the life of any contract awarded as a result of this bid, and that any failure to comply with E-Verify by Employer or its subcontractors may be grounds for termination of the contract and for such other remedies as are available to Sampson County under law or contract.

Executed this Day day of Month, 20YY.

\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Entity (Employer)*

---

**STATE OF NORTH CAROLINA    COUNTY OF Notary County**

Signed and sworn to (or affirmed) before me, this the Day day of Month, 20YY.

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

(Affix Official Notarial Seal)

My commission expires: Commission expiration date

**SAMPSON COUNTY, NORTH CAROLINA**  
**Attach to Bid — Required Submission**

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**NON-COLLUSION AFFIDAVIT**

(N.C.G.S. §§ 133-24, 133-30)

**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

I, Click to enter Affiant Name (Name of Affiant), being first duly sworn, depose and say that I am the Title (Title) of Click to enter Name of Bidder (Name of Bidder), the Bidder that has submitted the attached bid, and state the following:

1. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
2. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder to fix overhead, profit, or cost element of the bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the County of Sampson or any person interested in the proposed contract.
3. The prices in the attached bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition as to any matter relating to such prices. The prices in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
4. Neither the Bidder nor any of its officers, directors, partners, or principals has been convicted of violating N.C.G.S. § 133-24 (bid rigging on public construction contracts) within the last three (3) years.
5. I am authorized to execute this affidavit on behalf of the Bidder, and I understand that this affidavit is made under penalty of perjury and that any false statement herein may subject the Bidder and the affiant to disqualification from award, rescission of any contract awarded, and such criminal and civil penalties as may be provided by law.

Executed this Day day of Month, 20YY.

\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Bidder (Entity)*

---

**STATE OF NORTH CAROLINA    COUNTY OF Notary County**

Signed and sworn to (or affirmed) before me, this the Day day of Month, 20YY.

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

My commission expires: Commission expiration date

(Affix Official Notarial Seal)

SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

END OF SECTION 00 11 16

**SAMPSON COUNTY, NORTH CAROLINA**  
**Attach to Bid — Required Submission**

---

**E-VERIFY AFFIDAVIT**

*(N.C.G.S. § 143-133.3; Article 2 of Chapter 64)*

**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_  
(the entity bidding on this project, hereinafter "Employer"), after first being duly sworn, hereby swear or affirm as follows:

1. **E-Verify defined.** Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C.G.S. § 64-25(5).
2. **Employers must use E-Verify.** Employer understands that, after hiring an employee to work in the United States, each employer shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. § 64-26(a).
3. **Employer size.** Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No.) ☐ YES ☐ NO
4. **Subcontractor compliance.** Employer will not enter into a contract or subcontract with any subcontractor that does not comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Employer will require, as a condition of each subcontract, that the subcontractor certify its compliance with E-Verify. If Employer is the successful bidder, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.
5. **Continuing obligation.** Employer understands that this certification is a continuing obligation through the life of any contract awarded as a result of this bid, and that any failure to comply with E-Verify by Employer or its subcontractors may be grounds for termination of the contract and for such other remedies as are available to Sampson County under law or contract.

Executed this  day of \_\_\_\_\_, 20.

\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Entity (Employer)*

---

**STATE OF NORTH CAROLINA    COUNTY OF \_\_\_\_\_**

Signed and sworn to (or affirmed) before me, this the  day of \_\_\_\_\_, 20.

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

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

*(Affix Official Notarial Seal)*

**SAMPSON COUNTY, NORTH CAROLINA**  
**Attach to Bid — Required Submission**

---

**NON-COLLUSION AFFIDAVIT**

(N.C.G.S. §§ 133-24, 133-30)

**STATE OF NORTH CAROLINA**  
**COUNTY OF SAMPSON**

I, \_\_\_\_\_ (Name of Affiant), being first duly sworn, depose and say that I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Bidder), the Bidder that has submitted the attached bid, and state the following:

1. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
2. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder to fix overhead, profit, or cost element of the bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the County of Sampson or any person interested in the proposed contract.
3. The prices in the attached bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition as to any matter relating to such prices. The prices in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
4. Neither the Bidder nor any of its officers, directors, partners, or principals has been convicted of violating N.C.G.S. § 133-24 (bid rigging on public construction contracts) within the last three (3) years.
5. I am authorized to execute this affidavit on behalf of the Bidder, and I understand that this affidavit is made under penalty of perjury and that any false statement herein may subject the Bidder and the affiant to disqualification from award, rescission of any contract awarded, and such criminal and civil penalties as may be provided by law.

Executed this ☐ day of \_\_\_\_\_, 20☐.

\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Bidder (Entity)*

---

**STATE OF NORTH CAROLINA    COUNTY OF \_\_\_\_\_**

Signed and sworn to (or affirmed) before me, this the ☐ day of \_\_\_\_\_, 20☐.

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

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

*(Affix Official Notarial Seal)*

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

### SECTION 00 21 19 - INFORMATION FOR BIDDERS

1. **BID LOGISTICS.** Bids will be received by the County Manager for Sampson County or authorized representative at the Sampson County Administration Building, 406 County Complex Road, Clinton, NC, 28328 until **2:00 p.m. on June 24<sup>th</sup>, 2026** and then at said office publicly opened and read aloud.

There will be a non-mandatory pre-bid conference held at **2:00pm, Monday, June 15th, 2026** at the Sampson County Administration Building, 406 County Complex Road, Clinton, NC, 28328.

Each Bid must be submitted in a sealed envelope, addressed to **Lavelle Jackson, Sampson Purchasing and Contracting Officer.** Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for Sampson County Roseboro Emergency Services Building, and the envelope should bear on the outside the Bidder's name, address, and license number. Absolutely no bids will be accepted after **2:00 p.m.** local time.

2. **E-VERIFY AFFIDAVIT:** No board or governing body of the State, or of any institution of the State government, or of any political subdivision of the State, may enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. An E-Verify affidavit is required with each bid submission. The affidavit has been included as part of Section 00 11 16.
3. **NON-COLLUSION AFFIDAVIT:** A non-collusion affidavit is required from all prime bidders. Failure of any bidder to provide a required affidavit to the governmental agency shall be grounds for disqualification of his bid. The affidavit has been included as part of Section 00-11-16.
4. **SITE INSPECTION.** The contractor shall examine the premises to determine the extent of work involved and the conditions under which he must operate in performing his work. The submission of a Bid will be construed as evidence that such an examination has been made, and no subsequent allowance will be made in this connection on behalf of the contractor for any error or negligence on his part. **Please contact Ashley Holland, Interim Public Works Director, to set up a site inspection -- 910-592-0188.**
- 5.
6. **SINGLE PRIME CONTRACTS.** The Owner will accept bids under the single-prime contract system only.
7. **SINGLE-PRIME CONTRACTS.** All single-prime bidders must identify on their bid the sub-contractors they have selected for the subdivisions or branches of work for:

- (1) Heating, ventilating, and air conditioning;
- (2) Plumbing;
- (3) Electrical;

No contractor whose bid is accepted shall substitute any person as subcontractor in the place of the subcontractor listed in the original bid except with the approval of the Owner for good cause as shown by the contractor.

The terms, conditions and requirements of each contract between the Bidder and the

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

subcontractor set out above performing work under a subdivision or branch of work listed above shall be substantially the same as the terms, conditions and requirements of the contract between the Bidder and the Owner.

8. **BID FORM.** All Bids must be made on the required Bid form all spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.
9. **BID ACCEPTANCE/REJECTION.** **Sampson County reserves the right to reject any and all proposals.** The Owner may waive informalities, irregularities, or minor defects in a Bid received and accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

The Owner shall have the right to accept all, some, or none of the Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
10. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risk or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.
11. **LIQUIDATED DAMAGES.** The Contractor is required to complete the project within 320 calendar days from notice to proceed. It shall be the responsibility of the Contractor to pursue the orderly progression of all work until the project is completed. Should the Contractor fail to assure the completion of the total project satisfactorily within the time period specified in the contract, the Contractor shall be charged with liquidated damages at a rate of **One Thousand Dollars (\$1,000) per calendar day** until the total project is successfully completed. Completion of the project shall be defined as substantial completion.

If, through the acts or omissions of the Contractor, the sub-contractor should suffer loss or damage on the work, the Contractor agrees to settle with such other sub-contractor by agreement if such sub-contractor will so settle.

It will be the responsibility of the Contractor to produce, within ten (10) working days after receipt of notice to proceed with work, a Proposed Work Progress Schedule to include (among other things) specifications as to time frame for work to be done. The Contractor shall submit said schedule to the Owner's Advisor.
12. **BID QUALIFICATION.** The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Performance and payment bonds, each in the amount of one hundred percent (100%) of the contract price, will be required of the successful bidder in accordance with G.S. 44A-26."
13. **CONTRACT ADDITIONS (Extra Work).** As the work progresses the contractor may be required to perform extra work as required by the Owner. The mark-up for this extra



## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

work shall be cost plus a maximum of 15% for subcontractors and 5% for General Contractors. If the work is provided by the General Contractor a maximum of 15% mark-up shall be allowed. This mark-up shall include all overhead, profit/fee, supervision, etc.

14. **CONTRACT REDUCTION.** The Contractor should note that the Owner retains the exclusive right to reduce any or all contracts referred to within the contract documents for budgetary or other reasons. Should the Owner choose to reduce any or all said contracts, said Contractor provide a credit of 5% in addition to the cost of the work to account for the reduction in overhead, profit/fee, supervision, etc.
15. **CONTRACTORS LICENSE.** All firms for the general portion of the contract must possess an up-to-date North Carolina Contractors License to do work in North Carolina plus any other applicable licenses. All firms bidding on trade contracts or subcontracting portions of the general or a trade contract must possess all required applicable licenses for work in North Carolina.
16. **ADA REQUIREMENTS.** The Contractor during the period of this contract will be required to comply with all provisions of the Americans with Disabilities Act.
17. **SALES AND USE TAX.** Upon submission of each partial payment or request for payment, the Contractor must furnish for themselves, as well as for all subcontractors, a minimum of (4) original, notarized pay requests. Also, include a minimum of (4) original, notarized tax statements stating the cost of the property purchased from each vendor and the amount of sales and/or use taxes paid thereon and a minimum of (3) copies of all associated invoices. In the event the Contractor makes several purchases from the same vendor, such certified statements must indicate the invoice numbers, the inclusive taxes paid thereon. Such statements must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of sales or use tax paid thereon by the Contractor. Similar certified statements by his sub-contractors must be obtained by the Contractor and furnished to the Owner. The amounts of the prices of the items state sales tax, and County or City sales tax, and use tax shall be totaled at the bottom of each page, and a grand total at the bottom of the page. Sales tax on secured items shall be reported monthly. Use the State and County Sales/Use Tax Statement & Certification included in section 01 29 13.
18. **WEATHER DELAY.** Contractor's sole remedy for delays caused by abnormally adverse weather shall be an extension of time. In order to demonstrate delay as the result of abnormally adverse weather, the Contractor shall demonstrate that the critical path activities have been delayed. In order to be considered a day of delay, the Contractor shall demonstrate that work was prevented on critical path activities for more than fifty percent (50%) of the day of adverse weather. The Contractor is also required to provide evidence that more than 0.1 inches of rain occurred on the site for each of the days the contractor is claiming. Weather days occurring on holidays, Saturday, or Sundays will not be considered as delays significant to the Contract completing date, and shall be included in the Bid (see listing of days and months to be included). The request for a weather delay shall be made within 21 days after the month's end; all requests after this date will be rejected.

### **NUMBER OF WEATHER DAYS TO BE INCLUDED AT EACH MONTH WITHOUT CLAIM FOR DELAY.**

January (6)

February (6)

SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

March (7)  
April (7)  
May (8)  
June (9)  
July (10)  
August (9)  
September (7)  
October (5)  
November (5)  
December (6)

19. **BUILDERS RISK INSURANCE.** Shall be provided by the Contractor.
20. **NON-DISCRIMINATION IN EMPLOYMENT.** During the performance of this Contract, the Contractor agrees as follows:  
The Contractor will not discriminate against any employee or applicant for employment because of race, color or religion, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equal during employment without regard to race, color, sex, religion, handicap or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.
21. **DAMAGES.** The Contractor shall indemnify the Owner, Engineer, and Architect for any claim or legal action against the Owner, Engineer, and Architect by any Subcontractor or supplier as a result of injury or damages caused by that Contractor to others. The Contractor responsible for the injury must defend, indemnify and save the Owner, Engineer, and Architect harmless, including paying judgments against the Owner, Engineer, and Architect, all costs and expenses, legal or otherwise, incurred by the Owner, Engineer and Architect in defending the suit.
22. **PARTICIPATION BY MINORITY BIDDERS.** Bidders shall review and satisfy the requirements of Sampson County Resolution Establishing Appropriate Verifiable Percentage Goal for Participation by Minority Businesses, which can be found in Division 00, Section 00 01 14. The lowest responsible, responsive bidder will be required to provide documentation that this Resolution has been satisfied.

The goals for participation by Minority firms as subcontractors on this project have been set at ten percent (10%).

The Bidder shall provide, with the bid, documented proof in the form of Affidavit A - Part 1, IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION, that these goals have been met or exceeded;

OR

Provide with the bid, Affidavit A – Part 2, LISTING OF GOOD FAITH EFFORTS, identifying the amount of MBE participation; and prior to award, upon request, show evidence of good faith effort made prior to the bid opening to meet these goals;

OR

SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

Provide, with the bid, Affidavit B, INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE, and upon request, information sufficient for the State to determine that the Bidder does not customarily subcontract work on this type of project.

The above information shall be submitted with the bid. The forms must be attached to the bid at its submission; failure to submit the required forms will be cause for rejection of bid.

END OF SECTION 00 21 19

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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 00 41 13 - BID FORM – STIPULATED SUM – SINGLE PRIME

PROJECT: Sampson County Roseboro Emergency Services Building  
539 W Dr Martin L King Jr Blvd, Roseboro, North Carolina.

NAME OF BIDDER: \_\_\_\_\_.

BUSINESS ADDRESS: \_\_\_\_\_.

LICENSE NO. \_\_\_\_\_ DATE \_\_\_\_\_.

This Contractor hereby proposes to furnish all materials, labor and equipment necessary to provide the Owner with a completed project as described in these specifications and as shown, detailed, or noted on the drawings listed herein and to include all allowances and any information provided in addenda as indicated on this proposal form.

### A. CONTRACT PRICE:

Roseboro Emergency Services Building					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION (10%)	1	LS	\$	\$
2	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
3	EROSION AND SEDIMENT CONTROL	1	LS	\$	\$
4	CLEARING AND GRUBBING	1	LS	\$	\$
5	PRECONSTRUCTION VIDEO	1	LS	\$	\$
6	RECORD DRAWINGS	1	LS	\$	\$
7	POTABLE WATER	1	LS	\$	\$
8	SANITARY SEWER	1	LS	\$	\$
9	SITE PREPARATION, EXCAVATION, AND COMPACTION	1	LS	\$	\$
10	PREFABRICATED BUILDING AND NECESSARY APPURTENANCES (MEP/HVAC/STRUCTURAL)	1	LS	\$	\$
11	BUILDING FOUNDATION CONCRETE, REINFORCEMENT AND VAPOR BARRIER	1	LS	\$	\$
12	ELECTRICAL SERVICE EXTENSION	1	LS	\$	\$

**SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING**

13	SODDING AND LANDSCAPING	1	LS	\$	\$
14	SIGNAGE	1	LS	\$	\$
15	SIDEWALK AND CONCRETE DRIVEWAY	1	LS	\$	\$
16	FULL ROAD INSTALLATION/RESTORATION	1	LS	\$	\$
17	MILL AND RESURFACE	1	LS	\$	\$
18	STRIPING	1	LS	\$	\$
19	CURB INSTALLATION/RESTORATION	1	LS	\$	\$

**Total Base Bid:**

\$ \_\_\_\_\_

**B. TIME OF COMPLETION:**

The undersigned further agrees to begin work immediately upon receipt of the "Notice to Proceed" with an adequate force, carry the work forward as expeditiously as possible, **and complete the work in Three Hundred Twenty (320) days.**

**C. QUALIFICATIONS AND CLARIFICATIONS:**

Contractor shall obtain any clarifications with the Owner in writing prior to the bid date. Bid qualifications are not permitted.

**D. ADDENDA:**

Contractor shall acknowledge receipt of all Addenda to the drawings and specifications by affixing his signature in the spaces provided below:

	<b>Date</b>	<b>Signature</b>
Addendum No. 1	_____	_____
Addendum No. 2	_____	_____
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____

SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

**E. LISTING OF MAJOR SUBCONTRACTORS:**

Plumbing Contractor: \_\_\_\_\_

Mechanical Contractor: \_\_\_\_\_

Electrical Contractor: \_\_\_\_\_

**F. CONTRACTOR'S LICENSE:**

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
Signature of Contractor or  
Authorized Agent:

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

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

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

Phone: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

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

*Note:*

- 1. Bids will be received until 2:00 p.m. on Wednesday, June 24<sup>th</sup>, 2026, at the Sampson County Administration Building, 406 County Complex Road, Clinton, NC, 28328.*

END OF SECTION 00 41 13

## SECTION 00 63 19 - DOCUMENT CLARIFICATION REQUEST (DCR)

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION OF WORK**

- A. Work Specified This Section:
  - 1. This Section specifies administrative and procedural requirements for disposition of Document Clarification Request (DCRs) during Bidding.

#### **1.2 SUBMITTALS**

- A. Submit each request (DCR) on the form included this in section.
- B. Provide only one request per form.

### **PART 2 - PRODUCTS (NOT APPLICABLE)**

### **PART 3 - EXECUTION**

#### **3.1 CONDITIONS**

- A. Submit requests to the Owner and Owner's Advisor within (7) calendar days as prior to the Date to receive Bids.
  - 1. DCR's received after that date will be un-reviewed.

#### **3.2 ARCHITECT/ENGINEER'S ACTION**

- A. The Architect/Engineer will review the information requested.
  - 1. If, after researching the issue, the information is not found within the Contract Documents, then a formal addendum response will be issued.
  - 2. If, after researching the issue, the information is found within the Contract Documents, then no formal addendum response will be forthcoming.
- B. The Architect/Engineer's response will be in the space provided on the DCR form included in this section.



<b>DOCUMENT CLARIFICATION REQUEST - PRIOR TO BID</b>		<b>Date:</b>
Attention:	Submitted By:	
Subject: Specification Number: Drawing Sheet Number:		
<b>INFORMATION REQUESTED – ONE REQUEST PER SHEET</b>		
          Sent From: _____		
<b>RESPONSE</b>		
<input type="checkbox"/> See Drawings/Specifications _____ <input type="checkbox"/> See Addenda to be issued <input type="checkbox"/> Other		

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

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

**END OF DOCUMENT**

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SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

SECTION 00 72 00 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION DOCUMENT

END OF SECTION 00 72 00

# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. UNCOVERING AND CORRECTION OF WORK
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13. TERMINATION OR SUSPENSION OF THE CONTRACT
14. SECURITY OF NON-PUBLIC RECORDS

# GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 **BASIC DEFINITIONS**

- 1.1.1 Contract for Construction. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification.
- 1.1.2 Contract Documents. The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, advertisement or invitation to bid, Instructions to Bidders, other documents listed in the Agreement and Modifications issued after execution of the Contract. In the event of conflicts among the contract documents, the Specifications shall take precedence over the Drawings, and the Supplementary Conditions shall take precedence over the General Conditions. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or Sub-subcontractor.
- 1.1.3 Contractor. The person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Unless otherwise stated, the term "Contractor" means the General Contractor or the General Contractor's authorized representative.
- 1.1.4 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, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.1.5 Owner. The Architect or Engineer registered in accordance with the provisions of Chapter 89C of the North Carolina General Statutes identified as such in the Contract for Construction and is referred to throughout the Contract Documents as if singular in number. The term "Owner" refers to the Owner or the Owner's authorized representative(s). The Owner shall be entitled to performance and enforcement of obligations under the Contract for Construction intended to facilitate performance of the Owners' duties.
- 1.1.6 Modification. A Modification is (1) a written amendment to the Contract signed by the parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner.
- 1.1.7 Owner. The person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.
- 1.1.8 Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

- 1.1.9 Project Manual. The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.
- 1.1.10 Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- 1.1.11 Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## **1.2 EXECUTION, CORRELATION, AND INTENT**

- 1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the Owner shall identify such unsigned Documents and insure that they are properly signed by the necessary parties.
- 1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, has checked and verified all site conditions, and hereby waives any and all claims, present or future, for misrepresentation on the part of the Owner.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- 1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any Subcontractor.
- 1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## **1.3 OWNERSHIP AND USE OF OWNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

- 1.3.1 The Drawings, Specifications and other documents prepared by the Owner are instruments of the Owner's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Owner. The Owner will retain all common law, statutory and other reserved rights, in addition to the copyright of the drawings, specifications and other documents prepared by the Owner. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Owner, and copies thereof furnished to the Contractor, are for use solely with respect to this Project; they are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier

on other projects without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Owner appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Owner. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights.

#### **1.4 CAPITALIZATION**

Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents.

#### **1.5 INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **ARTICLE 2** **OWNER**

#### **2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

- 2.1.1 The Owner shall furnish plan and profile of existing County utilities. The Contractor is responsible for locating all existing utilities prior to Work.
- 2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 2.1.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.
- 2.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

#### **2.2 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Owner's

additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior review and confirmation by the Owner. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### ARTICLE 3 CONTRACTOR

#### **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

- 3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Paragraph 2.1, and shall at once report to the Owner errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing or should have known it involves an error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume full responsibility for such performance and shall bear the full costs for correction.
- 3.1.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner immediately.
- 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.11.

#### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

- 3.2.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- 3.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 3.2.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner in the Owner's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.2.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

#### **3.3 LABOR AND MATERIALS**

- 3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper



execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- 3.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.3.3 Materials, equipment or items required for a complete job which are shown on the drawings but not mentioned in the specifications or materials, equipment or items required by the specifications but not shown on the drawings, shall be furnished and installed the same as though both shown on the drawings and required by the specifications.

### **3.4 WARRANTY**

- 3.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 3.4.2 Except as otherwise specifically stated below, the Contractor shall guarantee his materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following Substantial Completion of the Work. Where the manufacturer's warranty on equipment or parts thereof exceeds twelve (12) months, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The Contractor shall repair or replace such defective materials, equipment or workmanship to the full satisfaction of the Owner within the stipulated guarantee period without cost to the Owner.

### **3.5 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **3.6 PERMITS, FEES AND NOTICES**

- 3.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract for Construction and which are legally required when bids are received or negotiations concluded.
- 3.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 3.6.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents

are at variance therewith, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

- 3.6.4 If the Contractor performs Work the Contractor knows or should have known it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

### **3.7 ALLOWANCES**

- 3.7.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

- 3.7.2 Unless otherwise provided in the Contract Documents:

- (1) materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- (2) allowances shall cover the cost to the Contractor of materials and equipment delivered to the site and all required taxes, less applicable trade discounts;
- (3) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- (4) whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by a Change Order. The amount of the Change Order shall reflect (a) the difference between actual costs and the allowances under Clause 3.7.2(2) and (b) changes in Contractor's costs under Clause 3.7.2(3). To the extent that any allowance is not fully used, then the unused amount of each allowance shall be credited to the Owner by a Change Order.

### **3.8 SUPERINTENDENT**

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing upon request.

### **3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES**

- 3.9.1 Promptly after being awarded the Contract, the Contractor shall prepare and submit for the Owner's review and comment a construction schedule for the Work. The schedule shall not exceed time limits provided in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. If separate prime contracts are awarded by the Owner in connection with this Project, the Contractor shall additionally submit a Contractor's

construction schedule for the Work to the General Contractor in order for the General Contractor to carry out its duties under Article 6.

3.9.2 The Contractor shall prepare and keep current, for the Owner's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Owner reasonable time to review submittals.

3.9.3 The Contractor shall conform to the most recent schedules.

### **3.10 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner and shall be delivered to the Owner for submittal to the Owner upon completion of the Work.

### **3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

3.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.11.3 Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.11.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Owner is subject to the limitations of Subparagraph 4.1.6.

3.11.5 The Contractor shall review, approve and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.11.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved or other appropriate action taken by the Owner. Such Work shall be in accordance with approved submittals.

3.11.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- 3.11.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.
- 3.11.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals.
- 3.11.10 Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.
- 3.11.11 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certificates.

### **3.12 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **3.13 CUTTING AND PATCHING**

- 3.13.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 3.13.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.14 CLEANING UP**

- 3.14.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.
- 3.14.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.15 ACCESS TO WORK**

The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.

### **3.16 ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner harmless from loss unless a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

### **3.17 INDEMNIFICATION**

- 3.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, economic losses and expenses of any kind (including but not limited to fees and charges of engineers, attorneys, and other professionals and costs related to court action or arbitration), arising out of or resulting from performance of the Work under this Agreement, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable unless caused in whole or part by the negligence of Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.17.
- 3.17.2 In claims against any person or entity indemnified under this Paragraph 3.17, by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.17, shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 3.17.3 The obligations of the Contractor under this Paragraph 3.17, shall not extend to the liability of the Owner, the Owner's consultants, and agents and employees of any of them arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Owner, the Owner's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 4** **ADMINISTRATION OF THE CONTRACT**

### **4.1 OWNER'S ADMINISTRATION OF THE CONTRACT**

- 4.1.1 The Owner will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative during construction through final payment, and with the Owner's concurrence, from time to time during the correction period described in Paragraph 11.2. The Owner will advise and consult with the Owner. The Owner will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

- 4.1.2 The Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.2. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 4.1.3 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Owner. Communications by and with the Owner's consultants shall be through the Owner. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- 4.1.4 Based on the Owner's inspections, observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- 4.1.5 The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 12.5.2 and 12.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- 4.1.6 The Owner will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Article 3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.1.7 The Owner will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.
- 4.1.8 The Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the

Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

- 4.1.9 The Owner will interpret and decide matters concerning performance under and requirements of the Contract documents on written request of either the Owner or Contractor. The Owner's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Owner shall be furnished in compliance with this Subparagraph 4.1.9, then delay shall not be recognized on account of failure by the Owner to furnish such interpretations until 15 days after written request is made for them.
- 4.1.10 Interpretations and decisions of the Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner will endeavor to secure faithful performance by both Owner and Contractor, and will not show partiality to either.
- 4.1.11 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- 4.1.12 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 11.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

## **4.2 CLAIMS AND DISPUTES**

- 4.2.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, 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 Owner and Contractor arising out of or relating to the Contract. Claims must be made pursuant to the Dispute Resolution Procedure set forth in Paragraph 4.4. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 4.2.2 DECISION OF OWNER. Claims, including those alleging an error or omission by the Owner, shall be referred initially to the Owner for action as provided in Paragraph 4.4. A decision by the Owner shall be required as a condition precedent to mediation and litigation of a Claim between any party involved in this construction Project as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work or the extent to which the Work has been completed. The decision by the Owner in response to a Claim shall not be a condition precedent to litigation in the event (1) the position of Owner is vacant, (2) the Owner has not received evidence or has failed to render a decision within agreed time limits, or (3) 45 days have passed after the Claim has been referred to the Owner.
- 4.2.3 TIME LIMITS ON CLAIMS. Claims by the Contractor must be made within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered.

- 4.2.4 CONTINUING CONTRACT PERFORMANCE. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- 4.2.5 WAIVER OF CLAIMS: FINAL PAYMENT. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
- (1) unsettled claims arising out of the Contract; or
  - (2) failure of the Work to comply with the requirements of the Contract Documents; or
  - (3) terms of special warranties required by the Contract Documents.
- 4.2.6 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS. If conditions are encountered at the site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 10 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified the Owner shall so notify the Owner and Contractor in writing stating the reasons, Claims by either party in opposition to such determination must be made within 21 days after the Owner has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Owner for initial determination, subject to further proceedings pursuant to Paragraph 4.4.
- 4.2.7 CLAIMS FOR ADDITIONAL COST. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (a) a written interpretation from the Owner, (b) a written order for a minor change in the Work issued by the Owner, (c) termination of the Contract by the Owner, Claim shall be filed in accordance with the procedure established herein. This Article, and Article 7, shall be the exclusive means by which the Contractor may claim additional cost or damages from the Owner, and the Contractor hereby waives any and all right to claim additional cost or damages by any other remedy including, without limitation, quantum meruit, subrogation, or implied contract.
- 4.2.8 CLAIMS FOR ADDITIONAL TIME. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Adverse weather conditions shall not be a basis for a Claim for additional costs.



#### **4.3 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice as such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.2.7 or 4.2.8.

#### **4.4 DISPUTE RESOLUTION PROCEDURE**

- 4.4.1 To prevent all disputes and litigation, it is agreed by the parties that any claim, question, difficulty or dispute arising from this Agreement or the construction process shall be first submitted to the Owner to address the issue. Upon review of the Claim, the Owner shall take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Owner expects to take action, (3) reject the Claim in whole or in part stating reasons for rejection, (4) recommend approval of the Claim by the other party, or (5) suggest a compromise. The Owner may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.
- 4.4.2 If a Claim has been resolved, the Owner will prepare or obtain appropriate documentation.
- 4.4.3 If a Claim has not been resolved, the party making the Claim shall, within ten (10) days after the Owner's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Owner, (2) modify the initial Claim and resubmit it to the Owner, or (3) notify the Owner that the initial Claim stands and submit the Claim to the SAMPSON County Manager for mediation pursuant to Subparagraph 4.4.4, below.
- 4.4.4 The SAMPSON County Manager, as mediator, shall address any properly submitted claim, question, difficulty or dispute arising from this Agreement or the construction process, which has not been satisfactorily resolved by the Owner. Such requests shall be made to the SAMPSON County Manager in writing within ten (10) days after the Owner's preliminary response. The mediator shall notify Contractor in writing of the decision within thirty (30) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless the mediator requires additional time to gather information or allow the parties to provide additional information. The mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this Subparagraph, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, the parties to the dispute shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.
- 4.4.5 The mediation session shall be private. Prior to commencement of mediation, if requested by either party or the mediator, the parties and the mediator shall execute a written confidentiality agreement in accordance with the provisions of North Carolina law. All such mediation sessions shall be held in SAMPSON County, North Carolina.
- 4.4.6 If, as a result of mediation, a voluntary settlement is reached and the parties to the dispute agree that such settlement shall be reduced to writing, the mediator shall be deemed

appointed and constituted an arbitrator for the sole purpose of signing the mediated settlement agreement. Such agreement shall be, and shall have the same force and effect as an arbitration award, and judgement may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

- 4.4.7 If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the County of SAMPSON and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this Article, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.
- 4.4.8 The dispute resolution procedure set forth in this Paragraph shall be made available to any party involved in this construction project including County, Contractor, Owner, Subcontractors as well as Sub-subcontractors and is a precondition to initiation of litigation concerning the dispute.

## ARTICLE 5 SUBCONTRACTORS

### **5.1 DEFINITIONS**

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

- 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work, including (1) Heating, ventilating, and air conditioning, (2) Plumbing, (3) Electrical, and (4) General. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner or the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Owner to reply promptly shall constitute notice of no reasonable objection.
- 5.2.2 The Contractor shall NOT substitute any person or company listed in the Contractor's original Bid Proposal, except (1) when one of the listed subcontractor's bid is later determined by the Contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the Work, or (2) with the approval of the Owner for good cause shown by the Contractor.

### **5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms and conditions of the Contract Documents and Contract for Construction, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

- 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3 The General Contractor shall provide for coordination of the activities of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate Contractors and the General Contractor in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor and separate contractors until subsequently revised.
- 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10 and 11.
- 6.1.5 The General Contractor shall be responsible for scheduling the work of all contractors; the maintenance of the progress schedule for all prime contractors for this Project; and for the notification of the Owner of any changes in the progress schedule.

## **6.2 MUTUAL RESPONSIBILITY**

- 6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 6.2.3 Costs caused by delays, by improperly timed activities, defective construction, or any other damages shall be borne by the party responsible therefor. The Owner shall not be liable nor responsible for any delays or damages to the Contractor caused by separate Contractors or the Owner.
- 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate Contractors as provided in Subparagraph 10.2.5.
- 6.2.5 Claims and other disputes and matters in question between the Contractor and a separate Contractor shall be subject to the provisions of Paragraphs 4.2 and 4.4, provided the separate Contractor has reciprocal obligations.
- 6.2.6 The Owner and each separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.13.

## **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.14, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

## **ARTICLE 7** **CHANGES IN THE WORK**

### **7.1 CHANGES**

- 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Owner; a Construction Change Directive requires agreement by the Owner and

may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner alone pursuant to Paragraph 7.4.

- 7.1.3 Changes in the Work shall be performed under applicable Provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
- 7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.
- 7.1.5 Overhead and profit shall not exceed 15% of the value of labor and material for work performed by any contractor or subcontractor. If the work is performed by a subcontractor, the prime contractor's overhead and profit shall not exceed 5%.

## **7.2 CHANGE ORDERS**

- 7.2.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner, Contractor, and Owner, stating their agreement upon all of the following:
  - (1) a change in the Work;
  - (2) the amount of the adjustment in the Contract Sum, if any; and
  - (3) the extent of the adjustment in the Contract Time, if any.
- 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

- 7.3.1 A Construction Change Directive is a written order prepared by the Owner and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  - (1) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - (2) unit prices stated in the Contract Documents or subsequently agreed upon;
  - (3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

- (4) as provided in Subparagraph 7.3.6.
- 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3(3), the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:
- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
  - (2) costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
  - (3) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
  - (4) costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
  - (5) additional costs of supervision and field office personnel directly attributable to the change.
- 7.3.7 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 7.3.8 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Owner for determination.
- 7.3.9 When the Owner and Contractor agree with the determination made by the Owner concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### **7.4 MINOR CHANGES IN THE WORK**

The Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

### **ARTICLE 8** **TIME**

#### **8.1 DEFINITIONS**

- 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.2 The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.
- 8.1.3 The date of Substantial Completion is the date certified by the Owner in accordance with Paragraph 9.9.
- 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **8.2 PROGRESS AND COMPLETION**

- 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor and the Contractor's surety shall be liable for and shall pay the Owner such sums as shall be set forth in the Agreement between Owner and Contractor as liquidated damages each calendar day of delay until the Work is substantially complete.
- 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract for Construction to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work.
- 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **8.3 DELAYS AND EXTENSIONS OF TIME**

- 8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Owner, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidably casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending litigation, or by other causes which

the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine .

- 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Subparagraph 4.2.8.
- 8.3.3 Should the Work be interrupted or hindered by the Owner or Owner, the Contractor shall be entitled to an extension of time pursuant to Paragraph 4.2 in an amount equal to such interruption or hindrance but such interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.
- 8.3.4 Should the Work be delayed in whole by any act or acts of the Contractor, the Contractor shall not be entitled to an extension of time pursuant to Paragraph 4.2, nor shall such delay constitute a claim either for damages or for loss of anticipated profits by the Contractor. Should the Work be delayed in part by any act or acts of the Contractor and in part by any act or acts of the Owner or Owner, the Contractor shall be entitled to an extension of time pursuant to Paragraph 4.2 in an amount equal to that portion of the delay for which the Contractor is not responsible, but such delay shall not constitute a claim either for damages or for loss of anticipated profits by the Contractor.
- 8.3.5 Should the Work be delayed, interrupted or hindered, in whole or in part, by any act or acts of any separate prime contractors, the Contractor shall be entitled to an extension of time pursuant to Subparagraph 4.2.8 in an amount equal to such delay, interruption or hindrance but such delay, interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.

## ARTICLE 9 PAYMENTS AND COMPLETION

### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **9.2 SCHEDULE OF VALUES**

Before the first Application for Payment, the Contractor shall submit to the Owner a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This Schedule of Values, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **9.3 APPLICATIONS FOR PAYMENT**

- 9.3.1 At least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, supported by such data substantiating the Contractor's right to payment as the Owner or Owner may require, such as copies of requisitions from subcontractors and material suppliers and reflecting retainage if provided for elsewhere in the Contract Documents.



- 9.3.2 Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.
- 9.3.3 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- 9.3.4 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 9.3.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.
- 9.3.6 Provided an Application for Payment is received by the Owner not later than the tenth (10<sup>th</sup>) day of a month, the Owner shall make payment to the Contractor pursuant to a Certificate of Payment not later than the thirtieth (30<sup>th</sup>) day of the month.

#### 9.4 **RETAINAGE**

To ensure proper performance of this Contract, Owner shall retain five percent (5%) of the amount of each approved Application for Payment until the project Work is 50% complete provided that the Contractor continues to perform satisfactorily and any non-conforming Work identified in writing prior to that date has been corrected by the Contractor and accepted by the Owner. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage in the amount of 5% for each subsequent periodic Application for Payment until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when 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. Following 50% completion of the project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed 5%, in order to allow the Owner to retain 2 1/2% total retainage through the completion of the project. Within sixty (60) days after the submission of a final pay application, the Owner with written consent of the Surety shall release to the Contractor all retainage on payments held by the Owner if (1) the Owner receives a certificate of substantial completion from the architect, Owner or design consultant in charge of this Project, or (2) the Owner receives beneficial occupancy or use of the project. However, the Owner may retain sufficient funds to secure completion of the project or corrections to any Work. If the Owner retains funds, the amount retained shall not exceed two and one half

times the estimated cost of the Work to be completed or corrected. Any reduction in the amount of retainage on payments shall be with the consent of the Contractor's Surety. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractor is further required to satisfy the retainage provisions of N.C.G.S. §143-134.1(b2) with regard to subcontracts for early finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by Owner from the Contractor pursuant to statute. Nothing herein shall prevent the Owner from withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed Work, or third party claims filed against the owner or reasonable evidence that a third party claim will be filed.

## **9.5 CERTIFICATES FOR PAYMENT**

- 9.5.1 The Owner will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor and Owner in writing of the Owner's reasons for withholding certification in whole or in part as provided in Paragraph 9.6.1.
- 9.5.2 The Owner's certification for payment shall constitute a representation to the Owner, based on the Owner's inspections at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that the inspections of the construction, repairs, or installations have been conducted with the degree of care and professional skill and judgment ordinarily exercised by a member of his profession; and that to the best of his knowledge and in the professional opinion of the Owner, the Contractor has fulfilled the obligations of such plans, specifications, and contract. The Owner's certification for payment shall be signed and sealed by the Owner and presented to the Owner. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment shall further constitute a representation by the Owner, that the Contractor is entitled to payment in the amount certified.

## **9.6 DECISIONS TO WITHHOLD CERTIFICATION**

- 9.6.1 The Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion, the representations to the Owner required by Subparagraph 9.5.2 cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor and Owner as provided in Subparagraph 9.5.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which the Owner is able to make such representations to the Owner. The Owner may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss due to:
- (1) defective Work not remedied;
  - (2) third party claims filed or reasonable evidence indicating probable filing of such claims;

- (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (5) damage to the Owner or another contractor;
- (6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (7) persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## **9.7 PROGRESS PAYMENTS**

9.7.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Owner.

9.7.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.7.3 The Owner will furnish to a Subcontractor, upon request and if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner on account of portions of the Work done by such Subcontractor.

9.7.4 Neither the Owner nor Owner shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.7.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.7.2, 9.7.3, and 9.7.4.

9.7.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

## **9.8 FAILURE OF PAYMENT**

The Contractor shall not stop the Work for the failure of the Owner to issue a Certificate of Payment, or the Owner to make timely payment.

## **9.9 SUBSTANTIAL COMPLETION**

- 9.9.1 Substantial Completion is the stage in the progress of the Project when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use.
- 9.9.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility for the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. The Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
- 9.9.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

## **9.10 PARTIAL OCCUPANCY OR USE**

- 9.10.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided under Subparagraph 9.9.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Owner.
- 9.10.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Owner shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

- 9.10.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **9.11 FINAL COMPLETION AND FINAL PAYMENT**

- 9.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspections and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Certificate is due and payable. The Owner's Final Certificate for Payment will constitute a further representation that the conditions listed in Subparagraph 9.11.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- 9.11.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract for Construction to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5) if required by the Owner, other or additional data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances rising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.11.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Owner, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed and accepted is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.11.4 Acceptance of final payment by the Contractor, Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10  
PROTECTION OF PERSONS AND PROPERTY

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

- 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and construction of the Project.
- 10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (hereinafter APB") which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner by phone and in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Owner.
- 10.1.3 The Contractor shall not be required to perform without consent of Owner any Work relating to asbestos or PCB.

**10.2 SAFETY OF PERSONS AND PROPERTY**

- 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- (1) employees on the working on the Project and other persons who may be affected thereby;
  - (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - (3) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
- 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including erecting necessary barricades or other temporary walls and structures as required during the period of construction, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
- 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Clauses 10.2.1(2) and (3), caused in whole or in part by the Contractor, Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1(2) and (3), except damage or loss attributable to acts or omissions of the Owner or Owner and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Article 3. All costs to repair any damage and loss to property referred to in Clauses 10.2.1(2) and (3), shall be the sole responsibility of the Contractor and such repair or replacement shall be performed expeditiously without cost to the Owner.
- 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent, required under Paragraph 3.8, unless otherwise designated by the Contractor in writing to the Owner.
- 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 10.2.8 Existing utilities have been identified and described in the Contract Documents insofar as information is reasonably available, however, it is the Contractor's responsibility to verify such information and to preserve all existing utilities whether shown in the Contract Documents or not. If utility conflicts are encountered by the Contractor during construction, Contractor shall file sufficient notice to the owners of the utilities so that they may make the necessary adjustments, as well as the Owner.

### **10.3 EMERGENCIES**

In an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Subparagraphs 4.2.7, 4.2.8 and Article 7.

## **ARTICLE 11** **UNCOVERING AND CORRECTION OF WORK**

### **11.1 UNCOVERING OF WORK**

- 11.1.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for the Owner's observation and be replaced at the Contractor's sole expense without change in the Contract Time.
- 11.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner or separate contractor shall be responsible for payment of such costs. If such Work is in accordance with the Contract Documents, the Owner, by appropriate Change Order, shall be charged with the cost of uncovering and replacement.

## **11.2 CORRECTION OF WORK**

- 11.2.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear any and all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's services and expenses made necessary thereby.
- 11.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.10.1 or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 11.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 11.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 11.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.2. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Owner's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 11.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 11.2.6 Nothing contained in this Paragraph 11.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 11.2.2, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.



### **11.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 12** **MISCELLANEOUS PROVISIONS**

- 12.1 **GOVERNING LAW.** This Contract for Construction shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract, shall be brought in the General Court of Justice in the County of SAMPSON and the State of North Carolina, after exhausting the dispute resolution procedure set forth in Paragraph 4.4, herein.
- 12.2 **SUCCESSORS AND ASSIGNS.** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 12.3 **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the business address listed in the Contract for Construction.
- 12.4 **RIGHTS AND REMEDIES.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 12.5 **WAIVER OF A RIGHTS.** No action or failure to act by the Owner or Owner shall constitute an obligation or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- 12.6 **COMPLIANCE WITH LAWS.** Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

### **12.7 TESTS AND INSPECTIONS**

- 12.7.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and the Owner shall bear the costs of tests, inspections, and approvals. Should any retest be necessary due to the failure of the Work to pass the first test or for any other reason

whatsoever, the Contractor shall bear all related costs of retests, inspections or re-inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures.

- 12.7.2 If the Owner, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Subparagraph 12.7.1, the Owner will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so the Owner may observe such procedures.
- 12.7.3 If such procedures for testing, inspection or approval under Subparagraphs 12.7.1 and 12.7.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Owner's services and expenses.
- 12.7.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.
- 12.7.5 If the Owner is required by the Contract Documents to observe tests, inspections, or approvals, the Owner will do so promptly and, where practicable, at the normal place of testing.
- 12.7.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **12.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

As between the Owner and Contractor:

- (1) Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- (2) Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the Final Certificate for Payment; and
- (3) After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.4, the date of any correction of the Work or failure

to correct the Work by the Contractor under Paragraph 11.2 or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

## ARTICLE 13 TERMINATION OR SUSPENSION OF THE CONTRACT

### **13.1 TERMINATION BY THE CONTRACTOR**

13.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 180 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- (1) issuance of an order of a court or other public authority having jurisdiction;
- (2) an act of government, such as a declaration of national emergency, making material unavailable;
- (3) because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Paragraph 9.6.

13.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, not including overhead, profit, or damages.

### **13.2 TERMINATION BY THE OWNER FOR CAUSE**

13.2.1 The Owner may terminate the Contract if the Contractor:

- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (2) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- (3) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (4) otherwise is in substantial breach of a provision of the Contract Documents.

13.2.2 When any of the above reasons exist, the Owner, upon certification by the Owner that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of surety:

- (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and

(2) finish the Work by whatever reasonable method the Owner may deem expedient.

13.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 13.2.1, the Contractor shall not be entitled to receive further payment.

13.2.4 If the unpaid balance of the Contract Sum does not cover the cost of finishing the Work, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Owner, upon application, and this obligation for payment shall survive termination of the Contract.

### **13.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

### **13.4 BANKRUPTCY**

13.4.1 The bankruptcy of the Contractor shall not terminate this Contract until such time that it is specifically rejected by the Trustee or Contractor in bankruptcy. During the election period the Contractor has to assume or reject this Contract, the Contractor shall continue to perform its Work under the Contract.

13.4.2 In the event the Contractor in Bankruptcy assumes the Contract, the Contractor shall apply progress payments to all of its unpaid obligations on this project before using any of these monies for either administrative expenses of the bankruptcy or as general assets of the estate.

## **ARTICLE 14** **SECURITY OF NON-PUBLIC RECORDS**

### **14.1 SECURITY OF NON-PUBLIC RECORDS**

Pursuant to N.C.G.S. § 132-1.7 entitled, “Sensitive Public Security Information”, public records, as defined in N.C.G.S. § 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by Contractor containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the Contractor only for the purpose of fulfilling the terms of this Agreement. All plans and drawings shall be returned to the County, or otherwise destroyed at the direction of the County, upon termination or expiration of this Agreement. Any breach of this Paragraph by Contractor shall result in the immediate termination of this Contract.

### **15.1 INSURANCE AND BONDS**

**15.1.1 CONTRACTOR'S LIABILITY INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone

for whose acts any of them may be liable:

- (1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or by another person;
- (5) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- (7) claims involving contractual liability insurance applicable to the Contractor's obligations under Article 3 of the General Conditions.

**15.1.2** The insurance required as stated above shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, but at

a minimum shall require \$1,000,000 per occurrence /\$3,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage coverage. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

**15.1.3** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. The Certificates and the insurance policies required by this Article 17 shall contain a provision that coverage afforded under the policies will not

be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment as required by Subparagraph 9.11.2 of the General Conditions. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

**15.1.4 BUILDER'S ALL RISK COVERAGE.** Unless otherwise provided the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in North Carolina, Builder's All Risk Coverage, in an amount equal to 100% of the Contract Sum under this Agreement.

**15.2 PERFORMANCE BOND AND PAYMENT BOND.**

Pursuant to N.C.G.S. § 44A-26, the Contractor shall furnish the following bonds prior to commencement of Work, each in the amount of one hundred percent (100%) of the Contract Sum, executed by one or more surety companies legally authorized to do business in the State of North Carolina:

- (a) A Performance Bond conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions thereof, solely for the protection of the County as the contracting body; and
- (b) A Payment Bond conditioned upon the prompt payment for all labor or materials for which the Contractor or any subcontractor is liable, solely for the protection of persons furnishing materials or performing labor under the Contract.

Both bonds shall become effective upon the award of the Contract and shall conform to the form requirements of N.C.G.S. § 44A-33. The Contractor shall comply with all requirements of N.C.G.S. § 44A-27(f), including but not limited to providing each subcontractor a Contractor's Project Statement containing the information specified therein. The Contractor shall, upon written request served in accordance with N.C.G.S. § 44A-27(c), furnish a copy of the Payment Bond to the requesting claimant within seven (7) calendar days of receipt, as required by N.C.G.S. § 44A-27(b). In addition, the County shall furnish a certified copy of the Payment Bond and the construction contract to any person entitled to such copy upon not less than ten (10) days' notice and request, as provided in N.C.G.S. § 44A-31(a). Failure of the designated County official to require these bonds constitutes a Class 1 misdemeanor under N.C.G.S. § 44A-32.

# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## 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 01 Specification Sections, apply to this Section.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of a one-story, approximately 2,400 square foot facility containing Emergency Services facilities for Sampson County.
  - 1. Project Location: 539 W Dr Martin L King Jr Blvd, Roseboro, North Carolina 28328
  - 2. Owner: Sampson County
- B. Architect Identification: The Contract Documents, date indicated on the Contract Documents, were prepared for Project by Designed to Build, 1920 Ft. Bragg Road, Fayetteville, NC 28303. Phone: (910) 485-8567
- C. Engineer Identification: The Contract Documents, date indicated on the Contract Documents, were prepared for Project by Jim Blanchard and Associates, Inc. Phone: (910) 271-0613
- D. Project Coordinator: Ms. Shelby Hughes, P.E., Kimley-Horn has been appointed by Owner to serve as project coordinator .
- E. The Work consists of a new one-story facility to be constructed in this contract. The proposed building is designed to be prefabricated and will require grading, erosion controls, site utilities, asphalt and concrete driveways/parking areas, landscaping, plumbing, HVAC, electrical, and mechanical work.

#### 1.3 CONTRACT

- A. Project will be constructed under a Single Prime Lump Sum Contract.

#### 1.4 WORK SEQUENCE

- A. The Work shall be conducted in the following sequences unless construction phases otherwise specified.
  - 1. Construct Work in phases to accommodate the Owner's use; if applicable, of the premises during the construction period; coordinate the construction schedule and operations with the Owner.

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

### 1.5 SITE INVESTIGATION

- A. The Contractor acknowledges that they have satisfied themselves as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the performance of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

### 1.6 USE OF PREMISES

- A. Vacant Site:
  - 1. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Partial Owner Occupancy
  - 1. The Owner reserves the right of partial occupancy or use of facilities, services, and utilities, prior to Substantial Completion, without implying completion or acceptance of any part of the Project.
  - 2. Prior to such occupancy or use, procedures as outlined in Section 01 77 00, "Closeout Procedures" will be adhered to.
  - 3. The Contractor shall provide access to the building for the Owner's personnel plus provide the correct operation of the heating, ventilation, and air conditioning, and electrical system. Provide for the correct operation of the elevator system for the Owner's use.
  - 4. The Contractor shall also permit the Owner to place and install, or to have other Contractors place and install, as much equipment during the progress of the Work as is possible before the final acceptance of the various parts of the Work, and shall coordinate such placing and installation of the equipment, so that it does not in any way whatever interfere with the progress of the Work or any portion of it.
- C. Owner Occupancy
  - 1. Owner will occupy the premises during the entire period of construction to conduct his normal operations. Cooperate with Owner in all construction operations to minimize conflict, and to facilitate Owner usage.
  - 2. Contractor shall at all times conduct his operations as to insure the least inconvenience and the greatest amount of safety and security for the Owner, his staff, and the general public.

### 1.7 PROTECTION REQUIREMENTS FOR NEW AND EXISTING CONSTRUCTION

- A. Exercise the utmost care to protect all existing utility lines from damage during the progress of the Work.
- B. Provide and erect before any work begins, and maintain during the progress of the Work, all necessary fences, warning signals, signs and lights. Extent of this work and details of construction shall be in accordance with the requirements of all state and local codes.
- C. Any portion of existing infrastructure or existing utility services not included as part of this



## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

Contract or any portion of the Work damaged because of failure to provide the protection required shall be removed and replaced with new materials and construction at the Contractor's expense. This work shall be accomplished subject to the Architect's, Engineer's, Owners Advisor, and Owners' approval.

### 1.8 REPLACEMENT AND REPAIR OF ANY STRUCTURES THAT HAVE BEEN DESTROYED IN THE PROGRESS OF THE WORK:

- A. Because of the installation of the new items of equipment, fixtures, materials, etc., that are required by this Project, it shall become necessary to remove portions of the existing roadway and/or utility services. Unless specifically noted otherwise on the Drawings, the Contractor shall be responsible for replacing, in a condition of identical appearance, construction, design, working order, and strength as its previous state, any such portion of the existing roadway and/or utility services so required to be disturbed. The replaced item shall meet the approval of the Architect before final approval of the Project is given.

### 1.9 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: Owner will award separate contracts for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

### 1.10 PRODUCTS ORDERED IN ADVANCE

- A. General: Owner has negotiated Purchase Orders with suppliers of material and equipment to be incorporated into the Work. Owner has assigned these Purchase Orders to Contractor. Costs for receiving, handling, storage if required, and installation of material and equipment are included in the Contract Sum.
  - 1. Contractor's responsibilities are the same as if Contractor had negotiated Purchase Orders, including responsibility to renegotiate purchase and to execute final Purchase-Order agreements.
  - 2. The Schedule of Products Ordered in Advance is included at the end of this Section.

### 1.11 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish Kitchen Equipment, Laundry Equipment, Office Furniture and Equipment, and other equipment indicated. The Work includes providing support systems to receive Owner's equipment and plumbing, mechanical, and electrical connections.
  - 1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
  - 2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
  - 3. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection.
  - 4. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
  - 5. Owner will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
  - 6. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

- products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
7. Contractor shall review Shop Drawings, Product Data, and Samples and return them to Architect noting discrepancies or anticipated problems in use of product.
  8. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site.
  9. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
  10. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.

### 1.12 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC's "MasterFormat" numbering system.
  1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 14 00 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to the site as indicated in the Documents.
  - 2. Owner Occupancy: Allow for Owner occupancy of site.
  - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.2 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
  - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 14 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.01 SCOPE:

- A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.
- B. Items covered by these allowances shall be supplied for such amounts and by such persons as the Architect may direct.
- C. Designate in Construction Schedule delivery dates for products under each allowance.
- D. Designate in Schedule of Values quantities of materials specified under unit cost allowances.

1.02 SELECTION OF PRODUCTS:

- A. Architect/Engineer's Duties:
  - 1. Consult with Contractor in consideration of products and suppliers. Make selection, designate products to be used. Notify Contractor, in writing, designating:
    - a. Product, model, and finish.
    - b. Accessories and attachments.
    - c. Supplier.
    - d. Cost, delivered and unloaded at site.
- B. Contractor's Duties:
  - 1. Assist Architect/Engineer in determining qualified suppliers. Obtain proposals from suppliers when requested by Architect/Engineer. Make appropriate recommendations for consideration of Architect/Engineer. Notify Architect/Engineer of any effect anticipated by selection of product or supplier under consideration on the Construction schedule or the Contract Sum.
  - 2. On notification of selection, enter into purchase agreement with designated supplier.

1.03 DELIVERY:

- A. Contractor's Responsibility:
  - 1. Arrange for delivery and unloading.
  - 2. Promptly inspect products for damage or defects.
  - 3. Submit claims for transportation damage.

1.04 INSTALLATION:

- A. Comply with requirements of referenced specification section.

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PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION 01 21 00

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SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these specifications. Payment will be made based on the specified items supplied and delivered in the description in this section for each bid item.
- B. The total Bid Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the lump sum and unit prices bid. All Work not specifically set forth as a pay item in the Bid Form but necessary to complete the intent of the construction documents shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.
- C. No payment will be made for work constructed outside the authorized limits of work.

1.2 PROCEDURES

- A. Lump Sum Items: Where payment for bid items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified. Incidental items include, but are not limited to:
  - 1. Shop Drawings, Working Drawings.
  - 2. Clearing, grubbing and grading except as hereinafter specified.
  - 3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
  - 4. Dewatering and disposal of surplus water.
  - 5. Structural fill, backfill, and grading.
  - 6. Replacement of unpaved roadways, and shrubbery plots.
  - 7. Foundation and borrow materials, except as hereinafter specified.
  - 8. Testing and placing system in operation.
  - 9. Any material and equipment required to be installed and utilized for the tests.
  - 10. Pipe, structures, pavement replacement, driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
  - 11. Maintaining the existing quality of service during construction.
  - 12. Appurtenant work as required for a complete and operable system.
  - 13. Seeding and hydro mulching.
  - 14. As-built Record Drawings, clean up, and miscellaneous work.

Payment shall be made at the lump sum price stated in the Bid for each item and shall be pro-rated for the actual work completed based on an approved schedule of values detailing work to be completed under the specific item.

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Each lump sum price shall include all the contractors' costs to complete the construction exclusive of payment items provided for elsewhere in the bid form.

- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established lump sum price and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 DESCRIPTION OF BID ITEMS

These payments will be subject to the standard retainage provided in the agreement. Payment of the retainage will be made after completion of the work and demobilization.

#### **BID ITEM NO. 1 - MOBILIZATION**

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, storage buildings, staging areas, maintaining traffic, safety equipment and first aid supplies, sanitary and other facilities, and installation of tree protection measures as required by the Contract Documents and applicable laws and regulations. The costs of submittals, bonds, required insurance, permits and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item. Demobilization shall be the work of removing temporary facilities from the site, cleanup and restoration. Mobilization/Demobilization shall be limited to a maximum of ten percent (10%) of the total Bid Price.

Payment for mobilization/demobilization will be made on an incremental basis in accordance with the following:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
5	25
10	50
25	75
50	90
100	100

#### **BID ITEM NO. 2 - MAINTENANCE OF TRAFFIC**

Payment for all work included in this Bid Items will be made at the applicable Contract lump sum bid for the maintenance of traffic during the construction of the proposed improvements.



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Payment shall represent full compensation for all labor, materials, necessary equipment, coordination, and incidentals necessary to safely complete the work while complying to all federal, state and local agencies, ready for approval and acceptance by the County.

Measurement for periodic payments of this lump sum bid item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor In accordance with the Contract Documents.

### **BID ITEM NO. 3 - EROSION AND SEDIMENT CONTROL**

Payment for all work included, but is not limited to, under this Bid Item shall represent full compensation in accordance with the lump sum price bid for erosion and sediment control, including permitting if required, coordination with federal, state and local agencies and all equipment and manpower necessary to comply with necessary agencies.

Measurement for periodic payments of this lump sum bid item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor in accordance with the Contract Documents.

### **BID ITEM NO. 4 - CLEARING AND GRUBBING**

Payment for all work included in this Bid Items will be made at the applicable Contract lump sum bid for all of the areas that will require clearing and grubbing for the pipe installation and in accordance with the plans and specifications. Clearing and grubbing shall include the removal and disposal of trees, tree roots, rock, abandoned pipe and other features not part of the proposed improvements. The Contractor shall include the cost of any and all permitting required for the burning or disposal of removed trees and vegetation.

Unless otherwise indicated herein these documents or in the construction plans, clearing and grubbing includes a ten (10) foot strip along the pipeline and service lateral routes (within private property and within Right-of-Way). The Contractor will be responsible for making their own determination as to the quantity of clearing and grubbing.

### **BID ITEM NO. 5 - PRECONSTRUCTION VIDEO**

Payment for all work included in this Bid Items will be made at the applicable Contract lump sum bid for the preconstruction video of the existing site conditions. Payment shall represent full compensation for all labor, materials, necessary equipment, and incidentals necessary to complete the work, ready for approval and acceptance by the County.

Measurement for periodic payments of this lump sum bid item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor In accordance with the Contract Documents.

### **BID ITEM NO. 6 - RECORD DRAWINGS**

Payment for all work included, but is not limited to, under this Bid Item shall represent full compensation in accordance with the lump sum price bid for as-built record drawings or any other required certifications to put proposed project into service. All items are subject to approval by the Engineer and the County.

Measurement for periodic payments of this lump sum bid item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor.

### **BID ITEM NO. 7 - POTABLE WATER**

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Payment for all work included in this Bid Items will be made at the applicable Contract lump sum bid for furnishing and installing the listed diameter potable water main pipe and fittings as shown on the Contract Drawings and listed on the Bid Form. Lump sum payment shall be made for all labor and materials including pipe bell joint restraints, tracer wire, marking tape, excavation, including rock, dewatering, bedding, backfill, compaction, and equipment required to complete these Bid Items, including removal of existing abandoned pipelines and protecting and supporting power/light poles that may be in conflict with the pipeline construction. Payment shall also include locating of existing utilities in the project area. Payment for all work included, but is not limited to, under this Bid Item shall represent full compensation in accordance with the bid price for all labor, tapping sleeves with MJ outlets, testing plugs, excavation, dewatering, bedding, backfill, compaction, testing, and equipment. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement.

Coordinate with Ashley Holland with Sampson County for water main isolation. At least four days' notice needs to be provided to Ashley to coordinate shutdown. Connection must also be made outside of peak hours between 9PM and 5AM.

### **BID ITEM NO. 8 - SANITARY SEWER**

Payment for all work included in this Bid Items will be made at the applicable Contract lump sum bid for furnishing and installing the listed diameter sanitary sewer pipe, fittings, and structures as shown on the Contract Drawings and listed on the Bid Form. Measurement and Payment shall be made for the actual length of the listed diameter pipe and installed and will represent full compensation for all labor, materials including pipe bell joint restraints, tracer wire, marking tape, excavation, including rock, dewatering, bedding, backfill, compaction, and equipment required to complete these Bid Items, including removal of existing abandoned pipelines and protecting and supporting power/light poles that may be in conflict with the pipeline construction. Payment shall also include locating of existing utilities in the project area. Payment for all work included, but is not limited to, under this Bid Item shall represent full compensation in accordance with the bid price for all labor, testing plugs, excavation, dewatering, bedding, backfill, compaction, testing, and equipment. No additional compensation shall be made for excavation below the bottom of the pipe, for rock removal or bedding and backfill material, or for repair of any trench settlement.

Coordinate with Ashley Holland with Sampson County for sewer connections to County system. At least four days' notice needs to be provided to Ashley to coordinate shutdown. Connection must also be made outside of peak hours between 9PM and 5AM.

### **BID ITEM NO. 9 - SITE PREPARATION, EXCAVATION, AND COMPACTION**

Payment for all work included in this Bid Items will be made at the applicable Contract lump sum bid for all labor, materials and equipment necessary to provide excavation; grading; sodding; signage; borrow; fencing; dewatering; yard piping; and all other appurtenant work related to this lump sum pay item as presented in the Contract Documents.

Measurement for periodic payments of this lump sum Pay Item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor in accordance with the Contract Documents.

### **BID ITEM NO. 10 - PREFABRICATED BUILDING AND NECESSARY APPURTENANCES (MEP/HVAC/STRUCTURAL/EQUIPMENT)**

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Payment for all work included in this Bid Item shall be made at the Contract lump sum bid price for furnishing, delivering, and constructing the prefabricated building and all appurtenances as shown on the Contract Drawings and specified herein. Lump sum payment shall represent full compensation for all labor, materials, equipment, supervision, coordination, fabrication, delivery, erection, installation, testing, startup, commissioning, and incidentals required to provide a complete, code-compliant, and fully operational facility, including but not limited to the building structural system, foundations and connections as shown, exterior walls, roof systems, insulation, rated assemblies, doors, windows, architectural finishes, HVAC systems, fire sprinkler system, plumbing systems, fire protection systems, electrical power and lighting systems, life-safety systems, equipment, controls, testing, and closeout documentation. Payment shall also include all coordination between trades, submittals, inspections, permits, restoration of disturbed areas, and all minor or auxiliary items whether or not specifically shown on the plans but required for proper installation and operation of the building. No additional compensation shall be made for coordination issues, additional materials, rework, testing, or compliance with codes and standards, as the lump sum bid price shall constitute full compensation for the completed prefabricated building in accordance with the Contract Documents.

### **BID ITEM NO. 11 - BUILDING FOUNDATION CONCRETE, REINFORCEMENT AND VAPOR BARRIER**

Payment for all work included in this Bid Item shall be made at the Contract lump sum bid price for furnishing and installing all building foundation concrete, reinforcement, and vapor barrier as shown on the Contract Drawings and specified herein. Lump sum payment shall represent full compensation for all labor, materials, and equipment required to complete the work, including but not limited to subgrade preparation, excavation, dewatering, formwork, reinforcing steel, welded wire fabric, dowels, anchor bolts, embeds, vapor barrier, granular base, concrete placement including slab depressions, thickened sections, and edge conditions, finishing, curing, sawcutting, testing, and protection, as well as coordination with prefabricated building systems. Payment shall also include all incidentals, code-required items, temporary supports, and minor materials whether or not specifically shown on the plans but required for a complete and acceptable installation. No additional compensation shall be made for excavation below design grades, rock removal, unsuitable material, additional reinforcement, over-excavation, or rework, as the lump sum bid price shall constitute full compensation for the completed building foundation system in accordance with the Contract Documents.

### **BID ITEM NO. 12 - ELECTRICAL SERVICE EXTENSION**

Payment for all work included, but is not limited to, under this Pay Item shall represent full compensation in accordance with the lump sum price bid for the electrical utility and communications service extension, including but not limited to coordination with the County, electrical provider, communications provider, aboveground electrical pole, box, underground connections, and all equipment and labor necessary to comply with required standards.

Measurement for periodic payments of this lump sum Pay Item will be in accordance with the approved Schedule of Values, to be supplied by the Contractor in accordance with the Contract Documents.

### **BID ITEM NO. 13 - SODDING AND LANDSCAPING**

Payment for all work included, but is not limited to, under this Pay Item shall represent full

compensation in accordance with the lump sum price bid for furnishing and installing sodding and landscaping as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, materials, necessary equipment, and incidentals necessary to complete the work, ready for approval and acceptance by the County.

**BID ITEM NO. 14 – SIGNAGE**

Payment for all work included, but is not limited to, under this Pay Item shall represent full compensation in accordance with the lump sum price bid for furnishing and installing all signage as shown on the Contract Drawings and listed on the Bid Form. Payment shall represent full compensation for all labor, materials, necessary equipment, and incidentals necessary to complete the work, ready for approval and acceptance by the County.

**BID ITEM NO. 15 - SIDEWALK & CONCRETE DRIVEWAY**

Payment for all work included, but is not limited to, under this Pay Item shall represent full compensation in accordance with the lump sum price bid for furnishing and installing all sidewalk and concrete driveway installed as shown in the Contract Drawings and as listed on the Bid Form. Payment shall represent full compensation for all labor, materials, necessary equipment, and incidentals necessary to complete the work, ready for approval and acceptance by the County.

**BID ITEM NO. 16 - FULL ROAD INSTALLATION/RESTORATION**

Payment for all work included, but is not limited to, under this Pay Item shall represent full compensation in accordance with the lump sum price bid for furnishing and installing all base, subbase and asphalt furnished, installed, and tested conforming with these Specifications and as listed on the Bid Form. Payment will include complete restoration of the roadway section in accordance with the applicable details on the Contract Drawings, 1 lift of 1-inch Type S-III asphalt, and 1-inch lift of 1-inch Type S-I asphalt, 8-inches of crushed concrete base with LBR greater than or equal to 150, subbase or compacted suitable excavation material all in accordance with the Contract Documents. No additional payment shall be made for installing layers of base, subbase, or asphalt thicker than what is specified on the Contract documents. Payment shall include all items and incidentals necessary to complete the road installation or restoration, including installing or restoring pavement markings and signalization loops, in accordance with the Contract Documents ready for approval and acceptance by the County.

**BID ITEM NO. 17 - MILL AND RESURFACE**

Payment for all work included, but is not limited to, under this Pay Item shall represent full compensation in accordance with the lump sum price bid for milling and asphaltic concrete resurfacing for the roadway restoration necessary for the installation of concrete curb, driveway, and water service line as shown in the contract documents. Contractor will be required to mill 1.5-inches and resurface with 1.5-inches of Asphalt Type SP 9.5. Payment shall represent full compensation for all labor, materials and equipment for milling, asphaltic concrete and all incidentals necessary to complete the roadway repair and restoration as shown on the Contract Documents and in accordance with County Specifications.

**BID ITEM NO. 18 – STRIPING**

Payment for all work included, but is not limited to, under this Pay Item shall represent full compensation in accordance with the lump sum price bid for furnishing and installing all pavement striping and markings as shown in the Contract Drawings and as listed on the Bid Form. Payment shall represent full compensation for all labor, materials, necessary equipment, and incidentals necessary to complete the work, ready for approval and

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acceptance by the County.

**BID ITEM NO. 19 - CURB INSTALLATION/RESTORATION**

Payment for all work included, but is not limited to, under this Pay Item shall represent full compensation in accordance with the lump sum price bid for removal of existing curbing and for furnishing and installing proposed curb. Payment shall represent full compensation for removal of existing curb and all labor, material and equipment for compacting subgrade, forming, furnishing, placing the concrete, and finishing for newly installed curb as specified and all incidentals necessary for completion of this Bid Item, ready for approval and acceptance by the County.

END OF SECTION 01 22 00

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## SECTION 01 25 00 - PRODUCT SUBSTITUTIONS-PRIOR TO BID

### 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.
- B. The General Conditions of the Contract for Construction Article 1.2 apply to this section

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions prior to the Owner's receipt of bids.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Division 01 Section "Construction Progress Documentation".
- C. Standards: Refer to Division 01 Section "References" for applicability of industry standards to products specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Division 01 Section "Product Requirements".

#### 1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, and equipment, of construction required by Contract Documents proposed by the Contractor are considered requests for "substitutions". The following are not considered substitutions:
  - 1. Substitutions that are requested by Bidders beyond the 10 days prior to bid opening submittal period.
  - 2. Revisions to Contract Documents requested by the Owner or Engineer/Architect.
  - 3. Specified options of products and construction methods included in Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 1.4 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution from prime bidders will be considered if received by the architect ten (10) days prior to the bid opening.

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1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required below.
  2. Identify the product or the fabrication or installation method to be replaced in each request. Include related specification sections and drawing number.
  3. Provide complete documentation on both the product specified and the proposed substitution including the following information as appropriate.
    - a. Comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
    - b. Samples where applicable or requested.
    - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified.
    - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
  4. Certification by the Contractor or manufacturer that the substitution proposed is equal-to or better in every respect to that required by the Contract Documents, and that it will perform equal or superior to product specified in the application indicated. The Contractor waives any right to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
  5. Architect/Engineer's Action: The Architect/Engineer may request additional information or documentation necessary for evaluation of the request. The Architect/Engineer will notify the Contractors of acceptance of the proposed substitution by means of an addendum to the bid documents. If the proposed substitute is accepted through an addendum use the product specified by name.
- B. Architect/Engineer's Substitution Approval during bidding and subsequent addendums does not void the Contractor's responsibility to submit the required shop drawings and comply with the other contract documents and requirements.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Architect when all of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.



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- B. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an approval or valid request for substitution.

### PART 3 - EXECUTION

- A. Submit in format as outlined on following page.

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PRODUCT SUBSTITUTION

Project \_\_\_\_\_

Date: \_\_\_\_\_ Bid Opening Date: \_\_\_\_\_

Product and / or Fabrication Method: \_\_\_\_\_

Spec Section: \_\_\_\_\_

Related Drawings: \_\_\_\_\_

Criteria or Specified Product	Included
Product Data	_____
Fabrication Drawings	_____
Samples Where Applicable	_____
List of changes or Modifications Needed to Work as Noted in Spec	_____

Criteria or Specified Product	Included
Product Data	_____
Fabrication Drawings	_____
Samples Where Applicable	_____
List of changes or Modifications Needed to Work as Noted in Spec	_____

The substitution proposed is equal-to or better in every respect to that required by the Contract Documents, and it will perform equal or superior to product specified in the application indicated. The Contractor waives right to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.

Signed: \_\_\_\_\_

END OF SECTION 01 25 00

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## SECTION 01 25 13 - PRODUCT SUBSTITUTIONS-POST BID

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract including the General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.
- B. The General Conditions of the Contract for Construction Article 1.2 apply to this section

#### 1.2 SUMMARY

- A. During bidding period, the Bidders shall comply with the substitution request procedures specified in the Section 01 25 00 of the Project Manual.
- B. This Section specifies administrative and procedural requirements for handling requests for substitutions proposed by the Contractor after the award of the Contract.
- C. The substitution process is available as a means to promote fair and open procurement by the Owner, and not to provide the Contractor the opportunity to substitute products of an inferior quality. To that end, the Owner reserves the right to reject a product not deemed an equal to the product specified; charge the Contractor for the Additional Services, if required, of the Architect; or require an equitable credit for the substituted product.
- E. The Contractor's Construction Schedule and the Schedule of Submittals are included under Division 01 Section "Construction Progress Documentation".
- F. Standards: Refer to Division 01 Section "References" for applicability of industry standards to products specified.
- G. Procedural requirements governing the Contractor's selection of products and product options are included under Division 01 Section "Product Requirements".

#### 1.3 DEFINITIONS

- A. Definitions used in the Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:
  - 1. Revisions to Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products and construction methods included in Contract Document.

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3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

### 1.4 SUBMITTALS

- A. Requests for Substitution will be considered during the bidding period. Refer to Section 01 25 00.
- B. Substitution Request Submittal: Requests for substitution will be considered if received within thirty (30) days after the Notice to Proceed, or Letter of Intent, which ever comes first. Requests received more than thirty (30) days after the commencement of the work may be considered or rejected at the discretion of the Architect. Substitution items submitted without requests will be rejected.
  1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with the procedures required for change order proposals.
  2. Clearly indicate on the transmittal that the product being submitted is a substitution. Do not include on the same transmittal, any product that is not a substitution.
  3. Provide a credit change order proposal if the substitution is intended to provide the Owner a product of a lesser value than the value of the specified product. If the substitution will not result in a savings to the owner, then clearly narrate the reason for the proposed change.
  4. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions and the following information as appropriate:
    - a. Product Data, including Drawings and descriptions of products, fabrications and installation procedures.
    - b. Samples, where applicable or requested.
    - c. A detailed comparison of significant qualities of the proposed substitution with those for the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
    - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
    - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    - f. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents and that it will perform adequately in the application

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- intended. Include the Contractor's waiver of rights to additional payment for time that may subsequently become necessary because of the failure of the substitution to perform adequately.
- g. Cost information, including a proposal of the net change, if any in the contract sum.
5. Architect/Engineer's Action: The Architect/Engineer may request additional information or documentation necessary for evaluation of the request. The Architect/Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made, use the product specified by name.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Conditions: The Contractor's substitution request will be received and considered by the Architect/Engineer when all of the following conditions are satisfied, as determined by the Architect/Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.
1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
  5. Where a proposed substitution involves more than one (1) prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency and to assure compatibility of products.
  6. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  7. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for re-design and evaluation services, increased cost of other construction by the Owner or separate Contractors and similar considerations.
- B. The Contractor's submittal and Architect/Engineer's acceptance of Shop Drawings, product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an approval or valid request for substitution.

### PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 25 13

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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. See Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
- C. See Division 01 Section "Unit Prices" for administrative requirements for using unit prices.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Architect/Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect/Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect/Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 20 days receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

### 1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  1. Include installation costs in purchase amount only where indicated as part of the allowance.
  2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
  1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.

### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Engineer/Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.



## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

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**PROPOSAL REQUEST COST BREAKDOWN SUMMARY**

(a)	<u>Materials</u> (Provide itemized breakdown)	\$ _____	
(b)	<u>Rent of Equipment</u> (list separately) at rates not in excess of those prevailing in locality of the project.	\$ _____	
	<b>Sub-Total (1) [a + b]</b>		<b>\$ _____</b>
(c)	<u>Overhead &amp; Profit</u> (15% x Sub-total (1) for additive changes, -5% for deductive changes)	\$ _____	
	<b>Sub-Total (2) [Subtotal 1 + c]</b>		<b>\$ _____</b>
(d)	<u>Labor</u> (Provide itemized breakdown)	\$ _____	
(e)	<u>Overhead &amp; Profit</u> (15% x Labor item (d) for additive changes, -5% for deductive changes)	\$ _____	
	<b>Sub-Total (3) [d + e]</b>		<b>\$ _____</b>
(f)	<u>Sub-Contract Work</u> (if applicable, same breakdown as shown above)	\$ _____	
(g)	<u>Contractor's Overhead and Profit</u> on Sub-Cost (5% for additive changes, 0% for deductive changes)	\$ _____	
	<b>Sub-Total (4) [f + g]</b>		<b>\$ _____</b>
(h)	Material Sales Tax	\$ _____	
	<b>Sub-Total (5) [based on 2, 3, and 4]</b>		<b>\$ _____</b>
(i)	<u>Guarantee Bond</u> (on Sub-Total (2) + Sub-Total (3) or Sub-Total 4 as applicable)		<b>\$ _____</b>
	<b>Total</b>		<b>\$ _____</b>

Extension of Time Requested: \_\_\_\_\_ calendar days.\*

\* Attach detailed justification.

END OF SECTION 01 26 00

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## SECTION 01 29 00 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Submittals Schedule and Application for Payment forms with Continuation Sheets.
  - 2. Submit the Schedule of Values to Architect/Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one-line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect/Engineer
    - c. County project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Change Orders (numbers) that affect value.
    - d. Dollar value.
      - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  - 7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

- measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
  9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect/Engineer and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect/Engineer will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- D. Transmittal: Submit a minimum of 3, or number agreed upon at pre-construction meeting, signed and notarized original copies of each Application for Payment to Architect/Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- E. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

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- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Submittals Schedule (preliminary if not final).
  5. List of Contractor's staff assignments.
  6. Copies of building permits.
  7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Certificates of insurance and insurance policies.
  9. Performance and payment bonds.
  10. Data needed to acquire Owner's insurance.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. Evidence that claims have been settled.
  5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

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SECTION 01 29 13 – STATE AND COUNTY TAX FORM

SHEET # \_\_\_\_\_

CONTRACT # \_\_\_\_\_

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

Street Address/P.O. Box	City	State	Zip Code

SWORN AND SUBSCRIBED BEFORE ME BY: \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

### 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. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Administrative and supervisory personnel.
  - 4. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
  - 2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating Contract closeout.

#### 1.3 COORDINATION

- A. Coordination: The Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. The Contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Contact Progress Reporting: The scheduling and sequence of all operations shall be carefully coordinated with the Owner and Architect.
- C. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:



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1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Indicate relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Refer to Divisions 21, 22 & 23 for specific Coordination Drawing requirements for fire suppression, plumbing and mechanical installations.
  4. Refer to Division 26 for specific Coordination Drawing requirements for electrical installations.

### 1.5 PROJECT MEETINGS

- A. General Project Meetings: The Architect, Engineer, or Owner's Advisor shall conduct Project coordination/progress meetings on a bi-monthly basis. Project coordination meetings are in addition to specific meetings held for other purposes, such as preinstallation conferences. Schedule and conduct meetings and conferences at Project site, unless otherwise indicated
1. The Contractor shall attend the monthly progress meetings for the purpose of informing the Owner and the Architect regarding the status of the project. Compile minutes of the meeting, and furnish a copy of the minutes to attendance.
  2. Attendees: Owner, Contractor, Job Superintendent, Material Suppliers, and Subcontractors, as appropriate. Each representative shall be thoroughly familiar with the status of the project and shall be prepared to discuss and act upon any situations which may arise. The time, date and location of these meetings will be established during pre-construction conference. The General Contractor shall provide an updated job progress schedule at each meeting and inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  3. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.

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- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Change Orders

- B. Preconstruction Conference: A preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments. The Architect will compile minutes of the meeting, and will furnish a copy of the minutes to the Contractor and Owner.
1. Attendees: Authorized representatives of Owner, Architect, Engineer's Representative, Contractor and their consultants; The Contractor and its job Superintendent (mandatory), job Foreman (mandatory), major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work. The Contractor shall also provide three (3) local telephone numbers which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours.
  2. Agenda: Discussion of Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, with the Architect and Owner, including channels and procedures for communication. Items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing.
    - c. Designation of responsible personnel.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for processing Applications for Payment.
    - f. Distribution of the Contract Documents.
    - g. Submittal procedures.
    - h. Preparation of Record Documents.
    - i. Use of the premises.
    - j. Responsibility for temporary facilities and controls.
    - k. Parking availability.
    - l. Office, work, and storage areas.
    - m. Equipment deliveries and priorities.
    - n. First aid.
    - o. Security.
    - p. Progress cleaning.
    - q. Working hours.
  3. At the pre-construction meeting, the General Contractor shall submit a schedule of values consisting of a detailed breakdown of the Contract amount showing separate figures for labor and material for each major work item (i.e., tear-off, insulation, membrane, surfacing, metal, asbestos abatement, etc.) The work listed under the various sections and subsections of the Specifications will serve as the format for preparation of the breakdown.
  4. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

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- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. If related to special inspections or material testing, the Special Inspector and Engineer must attend along with the Architect. **Approved** shop drawings must also be available at these conferences. Coordinate with the Architect the scheduling of these meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related Change Orders.
    - d. Purchases.
    - e. Deliveries.
    - f. Submittals.
    - g. Review of mockups, if any.
    - h. Possible conflicts.
    - i. Compatibility problems.
    - j. Time schedules.
    - k. Weather limitations.
    - l. Manufacturer's written recommendations.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Space and access limitations.
    - q. Regulations of authorities having jurisdiction.
    - r. Testing and inspecting requirements.
    - s. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements.
  4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 33 00 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. See Division 01 for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
- C. See Division 01 for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups.
- D. See Division 01 for submitting warranties Project Record Documents and operation and maintenance manuals.

#### 1.2 DEFINITIONS

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

#### 1.3 SUBMITTAL PROCEDURES

- A. General: The Architect/Engineer may, with the concurrence of the Owner, furnish to the Contractor versions of contract drawings in electronic form for Contractor's use in preparing submittals. See Paragraph 1.4 and 1.5 on the Contractor's use of CAD Files
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 for list of submittals and time requirements for scheduled performance of related construction activities.
  - 1. The Contractor shall prepare and submit to the Architect/Engineer, not later than 30 days following the Date of Commencement, and prior to the Contractor's first Application for Payment, a schedule of all Shop Drawings and Submittals as required by the Contract Documents.
  - 2. No Applications for Payment will be reviewed or approved until receipt and approval of the Submittal Schedule.
  - 3. Schedule shall indicate dates for submission.
  - 4. All Shop Drawings, Samples and Submittals for approval shall be completed within one hundred twenty (120) calendar days following the Date of Commencement.
  - 5. The Architect/Engineer will schedule his manpower to review submittals based on the time

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

limits established above.

- a. Submittals by the Contractor received beyond the time limit established above may affect the Architect/Engineers manpower schedule resulting in additional cost; the Contractor shall reimburse the Owner for the costs of the Architect/Engineer's services for the review or approval beyond the time stipulated above.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect/Engineer's receipt of submittal.
  1. Initial Review: Allow 15 work days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect/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 15 work 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.
- E. 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 Architect/Engineer.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect/Engineer.
    - d. Name and address of Contractor.
    - e. Name and address of subcontractor.
    - f. Name and address of supplier.
    - g. Name of manufacturer.
    - h. Unique identifier, including revision number.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect/Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
  1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect/Engineer will discard submittals received from sources other than Contractor.
  1. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
  2. Transmittal Form
  3. If a submittal is delivered to the Architect/Engineer on digital media such as a CD or DVD, include a transmittal form with the package. If a submittal is sent electronically, include a digital transmittal form with the correspondence.

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- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect/Engineer in connection with construction.
- K. Submittal Review by Architect/Engineer:
  - 1. The Architect/Engineer will review each of the Contractor's submittals one initial time, and, should re-submittal be required, one additional time to verify that the reason(s) for re-submittal have been addressed by the Contractor and corrections made.
  - 2. Any review required by the Architect/Engineer, other than the two (2) indicated above, will be considered additional scope of work for the Architect/Engineer, and the Contractor shall reimburse the Owner for all costs incurred, including the cost of the Architect/Engineer's services, made necessary to review such additional re-submittals.

### 1.4 CONTRACTOR'S USE OF ARCHITECT/ENGINEER'S CAD FILES

- A. General: At Contractor's written request, copies of Architect/Engineer's CAD files may be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
  - 1. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 of the General Conditions shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.
  - 2. The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior consent of the Architect/Engineer and a signed Electronic Machine Readable Release Form submitted to the Architect/Engineer.
  - 3. Sub Contractors and Material Suppliers must communicate through the Contractor for the use of Instruments of Service in Electronic Form.

### 1.5 CONTRACTOR'S USE OF ENGINEER'S AND CONSULTANT'S CAD FILES

- A. General: The request for the Architect/Engineer's Engineers and Consultants CAD files shall be at the discretion of the Engineers and Consultants and under the Engineers and Consultants identified conditions.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Submit one electronic copy in a digital file format. Digital file submittals must be legible and able to accept digital commenting from industry standard tools such as Adobe Acrobat. Digital file submittals shall not restrict the ability to be printed, the ability to have content copied, or the ability to have pages extracted or added.
  - 2. The General Contractor will be responsible for printing any hard copies of the submittals otherwise required by the Owner, Building Inspector, Fire Marshall, or other reviewing body.

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3. Partial or incomplete submittals are not acceptable.
  - a. Any submittal or shop drawing received by the Architect/Engineer, that does not contain all portions required by each Section of the Specification, will be returned not reviewed, not logged and will be considered non-responsive.
  - b. Requests for exceptions must be submitted in writing by the Contractor for evaluation and response, a minimum of 30 days prior to the submittal date indicated on the Contractor's approved/updated Submittal Schedule.
- 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. Manufacturer's catalog cuts.
    - e. Wiring diagrams showing factory-installed wiring.
    - f. Printed performance curves.
    - g. Operational range diagrams.
    - h. Compliance with recognized trade association standards.
    - i. Compliance with recognized testing agency standards.
- 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. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shopwork manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Notation of coordination requirements.
    - j. Notation of dimensions established by field measurement.
  2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  3. 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 40 inches.
- D. Coordination Drawings: Comply with requirements in Division 01.
- E. Samples: Prepare physical units of materials or products, including the following:
  1. Comply with requirements in Division 01 for mockups.
  2. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect/Engineer will return submittal with options selected.



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3. 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, partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Submit three sets of Samples. Architect/Engineer will retain two Sample sets; remainder will be returned.
  4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect/Engineer's sample where so indicated. Attach label on unexposed side.
  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.
  6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
- G. Delegated-Design Submittal: Comply with requirements in Division 01.
- H. Submittals Schedule: Comply with requirements in Division 01.
- I. Application for Payment: Comply with requirements in Division 01.
- J. Schedule of Values: Comply with requirements in Division 01.
- K. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A.

### 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect/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 01.
- B. Contractor's Construction Schedule: Comply with requirements in Division 01.
- C. 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 Architect/Engineers and owners, and other information specified.
- D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

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- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- N. 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."
- O. 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.
- P. 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.

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- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- S. Construction Photographs: Comply with requirements in Division 1 Section "Construction Progress Documentation."

### 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 Architect/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 ARCHITECT/ENGINEER'S ACTION

- A. General: Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Reviewed
  - 2. Revise as noted
  - 3. Revise and resubmit
  - 4. Rejected
- C. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Architect/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

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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 40 00 - QUALITY REQUIREMENTS

### 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. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect/Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect/Engineer.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

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### 1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect/Engineer.

### 1.5 SUBMITTALS

- A. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- C. Not later than 30 calendar days after the Notice to Proceed date, the contractor shall furnish to the Architect/Engineer for review a complete list of all subcontractors and all material and equipment to be used in the Project showing the manufacturer, supplier, trade name, and model number of each. Where the specification allows a choice, the list shall indicate the Contractor's choice. This list shall follow the sequence of the sections of the specifications.

### 1.6 QUALITY ASSURANCE

- A. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- B. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
- C. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

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- F. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect/Engineer.
  - 2. Notify Architect/Engineer seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect/Engineer's approval of mockups before starting work, fabrication, or construction.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.

### 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
  - 1. Testing agency will notify Architect/Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect/Engineer with copy to Contractor and to authorities having jurisdiction.
  - 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 5. Testing agency will retest and re-inspect corrected work.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

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1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  6. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
  2. Notify testing agency and Architect/Engineer at least 48 hours in advance of time required to perform testing services.
  3. Notify testing agency and Architect/Engineer at least 72 hours in advance to inspect concrete reinforcing placement prior to pouring concrete or grouting masonry.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00



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## SECTION 01 41 00 - SPECIAL INSPECTIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Refer to individual technical specification sections for specific qualifications, inspections, tests, frequency, and standards required.

#### 1.2 GENERAL REQUIREMENTS

- A. Special Inspections shall be in accordance with Chapter 17 of the International Building Code.
- B. The program of Special Inspection is a system intended to ensure that the work is performed in accordance with the Contract Documents. These services do not relieve the Contractor and/or the Construction Manager of responsibility for compliance with the requirements of the Contract Documents.
- C. This specification section is intended to inform the Contractor of the Owner's Special Inspection program and the extent of the responsibilities. This specification section is also intended to notify the Special Inspector, Testing Company/Testing Laboratory, and other Agents of the Special Inspector of their requirements and responsibilities.
- D. Perform inspections in accordance with industry standard referenced for specific material or procedure unless other criteria are specified. In the absence of a referenced standard, perform inspections in accordance with generally accepted industry standards.
- E. Failure to detect defective work or materials shall in no way prevent later rejection if defective work or materials are discovered.

#### 1.3 SCHEDULE OF SPECIAL INSPECTIONS

- A. Required Special Inspections include but are not limited to the following:
  - 1. Footing Excavation
  - 2. Foundation Reinforcement Placement
  - 3. Building steel – erected
- B. Any additional required testing is included in the Contract Drawings.

#### 1.4 DEFINITIONS

- A. Testing: Evaluation of systems, primarily requiring physical manipulation and analysis of materials, in accordance with approved standards.

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- B. Inspection: Evaluation of systems, primarily requiring observation and judgment.
- C. Special Inspection: Special Inspection herein includes items required by the current State Building Code, and other items which in the professional judgment of the Structural Engineer of Record, are critical to the integrity of the building structure.
- D. Structural Engineer of Record (SER): The Licensed Engineer in responsible charge of the structural design for the project.
- E. Testing Agency (TA):
  - 1. Testing Agency: Approved independent materials testing agency acceptable to the Owner, Architect, and SER.
- F. Special Inspector (SI): A licensed professional engineer responsible for administering and performing all Special Inspections required by the Statement of Special Inspections.
- G. Agents of Special Inspection (AI): Individual inspectors performing specific Special Inspections on behalf of the Special Inspector.
- H. Building Official: The Officer or duly authorized representative charged with the administration and enforcement of the State Building Code.

### 1.5 QUALIFICATIONS

- A. The Special Inspector shall be a licensed Professional Engineer (licensed in state in which project is located) experienced with the type of work requiring Special Inspections, who is approved by the Owner, Structural Engineer of Record (SER) and Building Official.
- B. Required inspector's qualifications for the Special Inspector and Agents of the Special Inspector are described in the attached Statement of Special Inspection.

### 1.6 SUBMITTALS

- A. The Special Inspector shall submit to the Owner for review a copy of their qualifications which shall include the names and qualifications of each of the agents of Special Inspection who will be performing inspections.

### 1.7 PAYMENT

- A. The Owner shall engage and pay for the services of the Special Inspector and Agents of the Special Inspector.
- B. The Contractor shall be responsible for the cost of any re-inspection of work which fails to comply with the requirements of the Contract Documents.

### 1.8 RESPONSIBILITIES/AUTHORITY

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### A. Special Inspection:

#### 1. Special Inspector and Agents of Special Inspections:

- a. Sign the Statement of Special Inspection in conjunction with other responsible parties prior to commencing construction.
- b. Inspect the work assigned for conformance with the contract documents and applicable material and workmanship provisions of the code. Perform inspection in a timely manner to avoid delay of work.
- c. Bring nonconforming items to the immediate attention of the Contractor for correction, then, if uncorrected after a reasonable period of time, to the attention of the Structural Engineer of Record, the Building Official, and to the Owner.
- d. Submit inspection reports to the Contractor, the Structural Engineer of Record, Owner, and other designated persons in accordance with the Statement of Special Inspection.
- e. Submit a final signed report stating whether the work requiring Special Inspection was, to the best of the Special Inspector's knowledge, in conformance with the contract documents and the applicable workmanship provisions of the code.

#### 2. Architect:

- a. Expedite resolution of construction issues.

#### 3. Structural Engineer of Record:

- a. Identify items requiring Special Inspection and define qualifications of Special Inspector required for work.
- b. Prepare and sign the Statement of Special Inspection in conjunction with other responsible parties prior to commencing construction.
- c. Review reports issued by Special Inspector.
- d. Assist in resolution of construction issues identified by Special Inspector.

#### 4. Testing Agency:

- a. When engaged as a Special Inspector, provide Special Inspection services as noted in Item 1.8.A.1.
- b. Copy Special Inspector on all materials testing reports.

#### 5. Contractor:

- a. Arrange and attend all pre-construction meetings to review scope of Special Inspection. Include the Building Official, Owner, Architect, Structural Engineer of Record, Special Inspector, Testing Agency, and other parties concerned.
- b. Post or make available the Statement of Special Inspection within the project site office. Provide timely notification to those parties designated on the schedule so they may properly prepare for and schedule their work.
- c. Provide Special Inspector access to the approved plans and specifications at the project site.
- d. Review all reports issued by Special Inspector.
- e. Retain at the project site all reports submitted by the Special Inspector for review by the building official upon request.
- f. Correct, in a timely manner, deficiencies identified in inspection reports.
- g. Provide safe access to the work requiring inspection.

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- h. Provide labor and facilities to provide access to the work and to facilitate inspection.
  - i. Sign the Contractor's Statement of Responsibility, if required, prior to commencing construction.
- 6. Fabricator/Supplier:
  - a. Submit one copy of all material certificates and other quality assurance documents as required in the Statement of Special Inspections to the Special Inspector.
- 7. Building Official:
  - a. Accept and sign completed Statement of Special Inspection.
  - b. Review the final report submitted by Special Inspector.
  - c. Determine work, which, in the Building Official's opinion, involves unusual hazards or conditions (IBC 1705.1.1 – Special Cases).
- 8. Owner:
  - a. Provide and pay cost of Special Inspection services.
  - b. Provide Special Inspector with Contract Documents and accepted shop drawings.
  - c. Provide Special Inspector with full access to the site at all times.
  - d. Sign the Statement of Special Inspection in conjunction with other responsible parties prior to commencing construction.

### 1.9 INSPECTION NOTES

- A. Contractor provide minimum of 24 hours' notice for all items requiring inspection. Do not construct items requiring inspection services until testing and inspection services are available. Do not enclose or obscure items requiring inspection services until inspection services are performed.

### 1.10 LIMITS ON AUTHORITY

- A. The Special Inspector may not release, revoke, alter, or increase the requirements of the Contract Documents.
- B. The Special Inspector will not have control over the Contractor means or methods of construction.
- C. The Special Inspector shall not be responsible for construction site safety.
- D. The Special Inspector has no authority to stop the work.

### 1.11 DAILY RECORDS AND REPORTS

- A. Detailed daily reports shall be prepared by Special Inspector and Agents of Special Inspection of each inspection and submitted to the Special Inspector. Reports shall include, but not be limited to:
  - 1. Date of inspection.
  - 2. Name of inspector or agent.

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3. Location of specific areas inspected.
  4. Description of inspection and results.
  5. Applicable ASTM standard.
  6. Weather conditions.
  7. Identification of product and specification section.
- B. Any discrepancies from the Contract Documents found during a Special Inspection shall be immediately reported to the Contractor. If the discrepancies are not corrected, the Special Inspector shall notify the Structural Engineer of Record and Owner. Reports shall document all discrepancies identified and the corrective action taken.
- C. The Testing Company/Testing Laboratory shall immediately notify the Special Inspector of any test results which fail to comply with the requirements of the Contract Documents.

### 1.12 MONTHLY REPORTS

- A. Monthly reports shall be prepared by the Special Inspector. Reports shall include, but not be limited to:
1. Summary of elements inspected during that month.
  2. Copies of all discrepancies noted during that month.
  3. Report of status of discrepancies including resolution of discrepancies.
  4. Summary of all material certifications and quality assurance documents collected and reviewed during that month.

### 1.13 FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the Structural Engineer of Record, Owner, Contractor, and Building Official prior to the issuance of a Certificate of Use and Occupancy.
- B. The Final Report of Special Inspections will certify that all required inspections have been performed and will itemize any discrepancies and how those discrepancies were resolved.

END OF SECTION 01 41 00

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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 42 00 - REFERENCES

### 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 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

- K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl1@dom1

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-5434
CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800

### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl2@dom1

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association www.ahardbd.org	(847) 934-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.e-architect.com	(202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ALSC	American Lumber Standard Committee	(301) 972-1700
ANLA	American Nursery & Landscape Association www.anla.org	(202) 789-2900
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(941) 454-6989
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASTM	American Society for Testing and Materials www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(817) 326-6300
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The)	(703) 620-0010

# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

	<a href="http://www.bia.org">www.bia.org</a>	
CCFSS	Center for Cold-Formed Steel Structures <a href="http://www.umn.edu/~ccfss">www.umn.edu/~ccfss</a>	(573) 341-4471
CDA	Copper Development Association Inc. <a href="http://www.copper.org">www.copper.org</a>	(800) 232-3282 (212) 251-7200
CIMA	Cellulose Insulation Manufacturers Association <a href="http://www.cellulose.org">www.cellulose.org</a>	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association <a href="http://www.cisca.org">www.cisca.org</a>	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute <a href="http://www.cispi.org">www.cispi.org</a>	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute <a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a>	(301) 596-2583
CPA	Composite Panel Association (Formerly: National Particleboard Association) <a href="http://www.pbmdf.com">www.pbmdf.com</a>	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association <a href="http://www.cppa-info.org">www.cppa-info.org</a>	(800) 510-2772 (202) 462-9607
CRSI	Concrete Reinforcing Steel Institute <a href="http://www.crsi.org">www.crsi.org</a>	(847) 517-1200
CSI	Construction Specifications Institute (The) <a href="http://www.csinet.org">www.csinet.org</a>	(800) 689-2900 (703) 684-0300
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>	(703) 222-2010
EIMA	EIFS Industry Members Association <a href="http://www.eifsfacts.com">www.eifsfacts.com</a>	(800) 294-3462 (770) 968-7945
EJMA	Expansion Joint Manufacturers Association, Inc. <a href="http://www.ejma.org">www.ejma.org</a>	(914) 332-0040
FMG (FM)	FM Global (Formerly: FM - Factory Mutual System) <a href="http://www.fmgglobal.com">www.fmgglobal.com</a>	(401) 275-3000
GA	Gypsum Association <a href="http://www.gypsum.org">www.gypsum.org</a>	(202) 289-5440
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) <a href="http://www.glasswebsite.com/gana">www.glasswebsite.com/gana</a>	(785) 271-0208
HPVA	Hardwood Plywood & Veneer Association <a href="http://www.hpva.org">www.hpva.org</a>	(703) 435-2900
IGCC	Insulating Glass Certification Council <a href="http://www.igcc.org">www.igcc.org</a>	(315) 646-2234
KCMA	Kitchen Cabinet Manufacturers Association <a href="http://www.kcma.org">www.kcma.org</a>	(703) 264-1690
LGSI	Light Gage Structural Institute <a href="http://www.loseke.com">www.loseke.com</a>	(972) 370-0967
LMA	Laminating Materials Association (Formerly: ALA - American Laminators Association) <a href="http://www.lma.org">www.lma.org</a>	(201) 664-2700
MBMA	Metal Building Manufacturers Association <a href="http://www.mbma.com">www.mbma.com</a>	(216) 241-7333
MCA	Metal Construction Association <a href="http://www.metalconstruction.org">www.metalconstruction.org</a>	(312) 201-0193
MFMA	Metal Framing Manufacturers Association	(312) 644-6610
MIA	Marble Institute of America <a href="http://www.marble-institute.com">www.marble-institute.com</a>	(614) 228-6194
NAAMM	National Association of Architectural Metal Manufacturers	(312) 332-0405

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	<a href="http://www.naamm.org">www.naamm.org</a>	
NAIMA	North American Insulation Manufacturers Association (The)	(703) 684-0084
	<a href="http://www.naima.org">www.naima.org</a>	
NCMA	National Concrete Masonry Association	(703) 713-1900
	<a href="http://www.ncma.org">www.ncma.org</a>	
NCPI	National Clay Pipe Institute	(414) 248-9094
	<a href="http://www.ncpi.org">www.ncpi.org</a>	
NECA	National Electrical Contractors Association	(301) 657-3110
	<a href="http://www.necanet.org">www.necanet.org</a>	
NEMA	National Electrical Manufacturers Association	(703) 841-3200
	<a href="http://www.nema.org">www.nema.org</a>	
NETA	InterNational Electrical Testing Association	(303) 697-8441
	<a href="http://www.netaworld.org">www.netaworld.org</a>	
NFPA	National Fire Protection Association	(800) 344-3555
	<a href="http://www.nfpa.org">www.nfpa.org</a>	(617) 770-3000
NFRC	National Fenestration Rating Council	(301) 589-6372
	<a href="http://www.nfrc.org">www.nfrc.org</a>	
NGA	National Glass Association	(703) 442-4890
	<a href="http://www.glass.org">www.glass.org</a>	
NHLA	National Hardwood Lumber Association	(800) 933-0318
	<a href="http://www.natlhardwood.org">www.natlhardwood.org</a>	(901) 377-1818
NLGA	National Lumber Grades Authority	(604) 524-2393
	<a href="http://www.nlga.org">www.nlga.org</a>	
NPA	National Particleboard Association (See CPA)	
NRCA	National Roofing Contractors Association	(800) 323-9545
	<a href="http://www.nrca.net">www.nrca.net</a>	(847) 299-9070
NRMCA	National Ready Mixed Concrete Association	(888) 846-7622
	<a href="http://www.nrmca.org">www.nrmca.org</a>	(301) 587-1400
NSA	National Stone Association	(800) 342-1415
	<a href="http://www.aggregates.org">www.aggregates.org</a>	(703) 525-8788
NTMA	National Terrazzo and Mosaic Association, Inc.	(800) 323-9736
	<a href="http://www.ntma.com">www.ntma.com</a>	(703) 779-1022
NWWDA	National Wood Window and Door Association (See WDMA)	
PCI	Precast/Prestressed Concrete Institute	(312) 786-0300
	<a href="http://www.pci.org">www.pci.org</a>	
PDCA	Painting and Decorating Contractors of America	(800) 332-7322
	<a href="http://www.pdca.com">www.pdca.com</a>	(703) 359-0826
PDI	Plumbing & Drainage Institute	(800) 589-8956
	<a href="http://www.pdionline.org">www.pdionline.org</a>	(508) 230-3516
RCSC	Research Council on Structural Connections	(800) 644-2400
	<a href="http://www.boltcouncil.org">www.boltcouncil.org</a>	(312) 670-2400
RMA	Rubber Manufacturers Association	(800) 220-7620
	<a href="http://www.rma.org">www.rma.org</a>	(202) 682-4800
SDI	Steel Deck Institute	(847) 462-1930
	<a href="http://www.sdi.org">www.sdi.org</a>	
SDI	Steel Door Institute	(440) 899-0010
	<a href="http://www.steeldoor.org">www.steeldoor.org</a>	
SGCC	Safety Glazing Certification Council	(315) 646-2234
	<a href="http://www.sgcc.org">www.sgcc.org</a>	
SIGMA	Sealed Insulating Glass Manufacturers Association	(312) 644-6610
	<a href="http://www.sigmaonline.org/sigma">www.sigmaonline.org/sigma</a>	
SJI	Steel Joist Institute	(843) 626-1995

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SMACNA	www.steeljoist.org Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPI	The Society of the Plastics Industry www.plasticsindustry.org	(202) 974-5200
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	SPRI (Single Ply Roofing Institute) www.spri.org	(781) 444-0242
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSMA	Steel Stud Manufacturers Association (Formerly: ML/SFA - Metal Lath/Steel Framing Association) www.ssma.com	(312) 456-5590
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(800) 837-8303 (412) 281-2331
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TPI	Truss Plate Institute	(608) 833-5900
UL	Underwriters Laboratories Inc. www.ul.com	(800) 704-4050 (847) 272-8800
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

## PRIVATE tbl3

BOCA	BOCA International, Inc. www.bocai.org	(708) 799-2300
IAPMO	International Association of Plumbing and Mechanical Officials (The) www.iapmo.org	(909) 595-8449
ICBO	International Conference of Building Officials www.icbo.org	(800) 284-4406 (562) 699-0541
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.intlcode.org	(703) 931-4533
SBCCI	Southern Building Code Congress International, Inc. www.sbcci.org	(205) 591-1853

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl4@dom1

CPSC	Consumer Product Safety Commission	(800) 638-2772
	<a href="http://www.cpsc.gov">www.cpsc.gov</a>	(301) 504-0990
EPA	Environmental Protection Agency	(202) 260-2090
	<a href="http://www.epa.gov">www.epa.gov</a>	
OSHA	Occupational Safety & Health Administration	(202) 693-1999
	<a href="http://www.osha.gov">www.osha.gov</a>	
USPS	Postal Service	(202) 268-2000
	<a href="http://www.usps.com">www.usps.com</a>	

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

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# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 45 29 - TESTING LABORATORY SERVICES

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The Owner will employ and pay for the services of an independent testing laboratory to perform specified testing.
  - 1. Contractor shall cooperate with laboratory to facilitate the execution of its required services.
  - 2. The Contractor shall be fully responsible for seeing that all materials meet the Project requirements. Failure of the Architect or testing laboratory to detect defective work, workmanship, or materials shall in no way prevent rejection and the Contractor taking approved corrective action when such defects are discovered. The Architect shall not be obligated to make final acceptance.

#### 1.02 LABORATORY DUTIES:

- A. Cooperate with Architect and Contractor; provide qualified personnel.
- B. Perform specified inspections, sampling and testing of materials and methods of construction. Comply with specified standards and ascertain compliance of materials with requirements of Contract Documents.
- C. Promptly notify Architect and Contractor of observed irregularities or deficiencies of the Work or products.
  - 1. Promptly submit written report of each test and inspection; one copy each to the Architect, Owner, Contractor, and one copy to Record Documents file. Each report shall, at a minimum, include:
    - a. Date issued.
    - b. Project title and number.
    - c. Testing laboratory name, address and telephone number.
    - d. Name and signature of laboratory inspector.
    - e. Date and time of sampling or inspection.
    - f. Record of temperature and weather conditions.
    - g. Date of test.
    - h. Identification of product and specification section.
    - i. Location of sample or test in the Project.
    - j. Type of inspection or test.
    - k. Results of tests and compliance with Contract Documents.
    - l. Interpretations of test results.
  - 2. Perform additional tests as required by the Architect or the Owner.

#### 1.03 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY:

- A. The Laboratory shall not;
  - 1. Release, revoke, alter or enlarge on requirements of the Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.
  - 4. Give instruction to the Contractor's workman in the field. All contact shall be with the Architect (or his representative) and the Contractor's Project Manager.

TESTING LABORATORY SERVICES

SECTION 01 45 29

1.04 CONTRACTOR'S RESPONSIBILITIES:

- A. Cooperate with laboratory personnel, provide access to Work, to manufacturer's operations.
- B. Secure and deliver to the laboratory, adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Furnish copies of products test reports as required.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the Project site or at the source of the project to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence. The contractor shall reimburse the owner if an inspection fails for a second time, the second test and any subsequent tests shall be paid for by the GC.
- G. The Contractor may for his own convenience, employ and pay for a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing. This shall be done with the understanding that:
  - 1. The additional testing shall be accomplished in accordance with the General Conditions;
  - 2. That the finds of such additional inspections, samplings, and testing shall in no way be binding upon the Owner and the Architect;
  - 3. That any such additional inspections, samplings and testing shall be performed at no additional cost to the Owner.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

NOT APPLICABLE

END OF SECTION 01 45 29



# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. See Division 01 for progress cleaning requirements.

#### 1.2 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

#### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, occupants of testing and inspecting agencies and personnel of authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.
- D. 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.

#### 1.4 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

#### 1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. 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. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
  - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

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

- B. 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.
- C. Parking and Traffic Control: Contractor shall be responsible for obtaining and erecting street/parking lot signage as necessary to divert traffic away from staging areas, etc. Contractor is to coordinate signage requirements with the Town and Architect. All associated costs are to be borne by the Contractor. Contractor shall provide area for parking for subcontractors, Architect and Owner representatives.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Pavement: Comply with Division 32.
- C. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails, with galvanized barbed-wire top strand.
- D. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.
- E. Wood Enclosure Fence: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- F. Lumber and Plywood: Comply with requirements in Division 06 Section "General Carpentry."
- G. Roofing: Standard-weight, mineral-surfaced, asphalt shingles or asphalt-impregnated and -coated, mineral-surfaced, roll-roofing sheet.
- H. Gypsum Board: Minimum 1/2-inch-thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36.
- I. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- J. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.
- K. Paint: Comply with requirements in Division 9 Section "Painting."
- L. Water: Potable.

#### 2.2 EQUIPMENT

## SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

- A. Field Offices: Prefabricated, mobile units, or job-built construction with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. 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.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water, drinking-water units, including paper cup supply.
  - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.
- E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- F. 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.
- G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

### 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. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 2. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.

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- B. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  - 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  - 2. Connect temporary sewers to municipal system as directed by sewer department officials.
  - 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
  - 4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
  - 1. Provide rubber hoses as necessary to serve Project site.
- D. 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. Facilities will be located at sites approved by Owner.
  - 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.
  - 3. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
  - 1. Maintain a minimum temperature of 50 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
  - 1. Install electric power service underground, unless overhead service must be used.
  - 2. Install power distribution wiring overhead and rise vertically where least exposed to damage.
- H. 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.

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- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Provide one 100-W incandescent lamp per 500 sq. ft., uniformly distributed, for general lighting, or equivalent illumination.
  - 3. Provide one 100-W incandescent lamp every 50 feet in traffic areas.
  - 4. Provide one 100-W incandescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight.
  - 5. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.
- J. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities.
  - 1. At each telephone, post a list of important telephone numbers, including police and fire departments, ambulance service, Architects' office, Engineers' offices and Owner's office.
  - 2. Provide an answering machine or voice-mail service and a facsimile machine on superintendent's telephone.
  - 3. Furnish superintendent with electronic paging device for use when away from field office.
  - 4. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access. Coordinate with Architect on location.
  - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  - 3. 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. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas within construction limits indicated on Drawings.
  - 1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches.
  - 2. Provide gravel paving course of subbase material not less than 3 inches thick; roller compacted to a level, smooth, dense surface.
  - 3. Provide dust-control treatment that is non-polluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- D. Dewatering Facilities and Drains: Comply with requirements in applicable Division 31 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.

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- E. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
  - 1. Project Identification: Provide one (1) project identification sign containing such lettered and graphic data and description relative to the construction as required by the Architect.
    - a. Project sign shall be as indicated in Division 01 "Project Identification".
    - b. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
    - c. Provide copy of proposed sign to Architect for review prior to fabrication.
    - d. Sign shall be installed no later than 2 weeks after notice to proceed.
  - 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
- F. 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. Comply with Division 01 Section for progress cleaning requirements.
  - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- G. Common-Use Field Office: Provide an insulated, weathertight, heated and air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
  - 1. Furnish and equip offices as follows:
    - a. Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase.
    - b. Provide a room of not less than 240 sq. ft. for Project meetings. Furnish room with conference table, 12 folding chairs, and 4-foot- square tack board.
  - 2. Provide an electric heater with thermostat capable of maintaining a uniform indoor temperature of 68 deg F.
  - 3. Provide an air-conditioning unit capable of maintaining an indoor temperature of 72 deg F.
  - 4. Provide fluorescent light fixtures capable of maintaining average illumination of 20 fc at desk height. Provide 110- to 120-V duplex outlets spaced at not more than 12-foot intervals, 1 per wall in each room.
- H. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.

### 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. Storm water Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

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- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- E. Material Storage Enclosure Fence: Install enclosure fence with lockable gates to completely enclose and hide the materials storage, or store as much material in locked trailers as practicable.
  - 1. Set fixed 6'-0" high chain-link fence posts in compacted mixture of gravel and earth.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. 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.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  - 2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
  - 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  - 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
  - 5. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 6. Protect air-handling equipment.
  - 7. Weatherstrip openings.
- I. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
    - a. Locate fire extinguishers where convenient and effective for their intended purpose.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
  - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

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5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
7. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 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.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than 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. Owner reserves right to take possession of Project identification signs.
  2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00



# SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

## SECTION 01 60 00 - PRODUCT REQUIREMENTS

### 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. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for products selected under an allowance.
  - 2. Division 01 Section "Alternates" for products selected under an alternate.
  - 3. Division 01 Section "References" for applicable industry standards for products specified.
  - 4. Division 01 Section "Closeout Procedures" for submitting warranties for contract closeout.
  - 5. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

#### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

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- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

### 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
  - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  - 2. Form:
    - a. Specification Section number and title.
    - b. Proprietary name, model number, and similar designations
    - c. Manufacturer's name and address.
    - d. Supplier's name and address.
    - e. Installer's name and address.
    - f. Identification of items that require early submittal approval for scheduled delivery date.
  - 3. Completed List: Within sixty (60) days after date of commencement of the Work, submit three (3) copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  - 4. Architect's Action: Architect will respond in writing to Contractor within fifteen (15) days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - d. Samples, where applicable or requested.
    - e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - f. Cost information, including a proposal of change, if any, in the Contract Sum.
    - g. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
    - h. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

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2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
  1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
  1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  5. Store products to allow for inspection and measurement of quantity or counting of units.
  6. Store materials in a manner that will not endanger Project structure.
  7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  9. Protect stored products from damage.

### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

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- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
  - 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."
- D. All warranties/guarantees shall become effective on the date of Substantial Completion as established by the Architect. Written warranties/guarantees shall be signed by the manufacturer or subcontractor and countersigned by the Contractor. All warranties/guarantees shall be addressed to the Owner in care of the Architect.

### PART 2 - PRODUCTS

#### 2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
  - 1. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
    - a. Substitutions may be considered, unless otherwise indicated.
  - 2. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by the manufacturers that complies with requirements.
    - a. Substitutions may be considered, unless otherwise indicated.
  - 3. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" article to obtain approval for use of an unnamed product.

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4. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" article to obtain approval for use of an unnamed product.
5. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" article.
6. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
  - a. Substitutions may be considered, unless otherwise indicated.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

### 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution must be made in writing directly from the Contractor and not from a subcontractor or material supplier.
  3. Requested substitution does not require extensive revisions to the Contract Documents.

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4. Requested substitution is consistent with the Contract Documents and will produce indicated results.
5. Substitution request is fully documented and properly submitted.
6. Requested substitution will not adversely affect Contractor's Construction Schedule.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work and that he waives all claims for additional reimbursement related to the substitution which subsequently become apparent.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
11. By forwarding a substitution request the Contractor represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

### 2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
  1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

### PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

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## SECTION 01 73 00 – EXECUTION REQUIREMENTS

### 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. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
  - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.3 QUALITY ASSURANCE

- 1.4 Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

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1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas and water-service piping; and underground electrical services.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions. Upon acceptance of surfaces and conditions, any adjustments required for a satisfactory installation shall be made by the Contractor who accepted the Work.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.



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1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  3. Inform installers of lines and levels to which they must comply.
  4. Check the location, level and plumb, of every major element as the Work progresses.
  5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two (2) permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

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- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
  - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

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- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

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SECTION 01 73 29 - CUTTING AND PATCHING

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. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Section 07 84 00 - Through-Penetration Firestop Systems for patching fire-rated construction.
  - 2. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 21, 22, 23, 26, and 28 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

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6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

### 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- D. Cutting and Patching Conference: If extensive cutting and patching is required, before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as

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possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 01 73 29



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## SECTION 01 77 00 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 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. See Division 01 for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 01 for submitting Final Completion construction photographs and negatives.
- D. See Divisions 02 through 49 for specific closeout and special cleaning requirements for products of those Sections.

#### 1.2 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, Final Completion construction photographs, damage or settlement surveys, property surveys, 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. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 11. Advise Owner of changeover in heat and other utilities.
  - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - 13. Complete final cleaning requirements, including touchup painting.
  - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

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- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

### 1.3 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 01.
  - 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. 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, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three 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. Use CSI Form 14.1A.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

### 1.5 PROJECT RECORD DOCUMENTS (submit 2 hard copies and 2 electronic copies on CD of all 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 Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit blue- or black-line white prints of Contract Drawings and Shop Drawings.

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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. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  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. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  4. 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 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 and Record Drawings, where applicable.
- D. 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.
- 1.6 OPERATION AND MAINTENANCE MANUALS (submit 2 hard copies and 2 electronic copies on CD of all operation and maintenance manuals)
- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data: Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
  2. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
- 1.7 WARRANTIES (submit 2 hard copies and 2 electronic copies on CD of all warranties)

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- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 - EXECUTION

#### 3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
  - 3. Schedule training with Owner, through Architect, with at least seven days' advance notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline.
  - 1. Include instruction for system design and operational philosophy, review of documentation, operations, adjustments, troubleshooting, maintenance, and repair.

#### 3.2 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. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

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1. Complete the following cleaning operations before requesting inspection for certification of Substantial 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 and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - g. Sweep concrete floors broom-clean in unoccupied spaces.
  - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
  - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - j. Remove labels that are not permanent.
  - k. 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.
    - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Replace parts subject to unusual operating conditions.
  - n. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - o. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. 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.

SAMPSON COUNTY ROSEBORO EMERGENCY SERVICES BUILDING

END OF SECTION 01 77 00