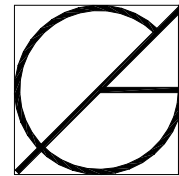


PROJECT MANUAL

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM
RALEIGH, NORTH CAROLINA**

JANUARY, 07, 2024



GÜREL
ARCHITECTURE

1145B Executive Circle ■ Cary, North Carolina 27511 ■ tel: 919.468.1717 ■ fax: 919.468.1716

PROFESSIONAL SEALS

Technical Specifications are prepared by the following professionals:

ARCHITECTURE

GÜREL ARCHITECTURE

1145 B Executive Circle, Cary, NC 27511
Tel: 919.468.1717



01.07.2024

PROJECT MANUAL TABLE OF CONTENTS

BIDDING DOCUMENTS

Invitation to Bid
Section A, Information for Bidders
Section B-2, Single Prime Contract Form of Proposal
Affidavit of Intent to Self Perform

CONTRACT DOCUMENTS

Section C, Owner-Contractor Agreement
Section D, Minority Business Enterprises
Section E, Dispute Resolution Procedures
Section GC, General Conditions of the Contract for Construction
Section SC, Supplementary Conditions
Wake County Board of Education Policies
Schedule of Drawings

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

Section 010100 Summary of Work
Section 010320 Allowances and Unit Prices
Section 010350 Modification Procedures
Section 012000 Project Meetings
Section 013000 Submittals
Section 013110 Construction Schedule and Reports
Section 014000 Quality Control Procedures
Section 015000 Temporary Facilities and Services
Section 016000 Product Requirements
Section 017000 Construction Procedures
Section 17000A Project Checklist
Section 018000 Project Record Documents

DIVISION 2 – EXISTING CONDITIONS

Section 020500 Demolition

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 079000 Joint Sealers

DIVISION 9 – FINISHES

Section 096400 Wood Athletic Floor System
Section 099000 Painting

DIVISION 12 - FURNISHINGS

Section 126613 Telescopic Seating

END OF TABLE OF CONTENTS

INVITATION TO BID
**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL**

Bids will be received until **2:00 PM** on **February 1, 2023** by **Wake County Public School System, Lifecycle and Facility Assessments Department, 1551 Rock Quarry Road, Building A, Suite 100, Raleigh, NC, 27610**. Bidders, or their representatives, and other interested persons may be present at the opening of proposals.

The project consists of the replacement of the wood athletic floor system and the power operated telescoping bleachers located at the main gymnasium of ***Sanderson High School, 5500 Dixon Drive, Raleigh, NC*** and painting of selected existing hollow metal doors and frames, painting indicated existing masonry and GWB walls.

Detailed drawings for the project have been prepared by Gurel Architecture.

Bidding Documents include this Invitation to Bid, and the following attached forms: Form of Proposal, sample contract, Sales Tax Report, School Access Requirements, MBE forms and Board of Education Policies. The bidding documents also include the plans and specifications, and any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the contract.

Each Bidder by submitting their Bid represents that they have read and understand the Bidding Documents and their Bid is made in accordance therewith; and the Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents; that they have visited the site, have familiarized themselves with the local conditions under which the Work is to be performed herein, and has correlated their observations with the requirements of the proposed Contract Documents.

The Schedule for the project shall be as follows:

Pre-Bid Conference: **January 16, 2024, 2:00 PM at Sanderson High School**

Bids Due: **February 1, 2024**

Notice of Intent to Award: **February 2, 2024**

Contractor Returns Owner Contractor Agreement to WCPSS: 14 Days after receipt of Contract.

Notice to Proceed: **April 22, 2024**

Substantial Completion: **July 5, 2024**

Final Completion: **July 26, 2024**

Electronic copies of the Bidding Documents including plans and specifications may be obtained from the Architect, **Mete Gurel** of Gurel Architecture. He can be reached at email: s.mete.gurel@gmail.com or **919.468.1717**. Additionally, all design related questions should be directed to the Architect.

The WCPSS Owner's Representative, **Timothy Muller**, can be reached at **919.588.3560** or Email: tjmuller@wcpss.net.

SECTION A
INFORMATION FOR BIDDERS

TAKE NOTE: Changes have been made to these documents since the last edition. Paragraph A-18 entitled Equal Products And Substitutions has been modified.

A-1. SUBMISSION OF BIDS AND BID OPENING:

- A. Bids will be received by Wake County Public School System and will be opened and read at the times and places set forth in the Advertisement for Bids. Bidders, or their representative, and other interested persons may be present at the opening of proposals. Note that the Owner of this Project is Wake County, by and through its authorized agent, the Wake County Board of Education. The Project will be administered by the Facilities Design and Construction Department of the Wake County Public School System.
- B. The envelopes containing the bids must be sealed and addressed to Wake County Public School System, Facilities Design and Construction Dept., 111 Corning Road, Suite 190, Cary, North Carolina 27518 and marked on the outside of the envelope "Proposal for (General, Plumbing, Etc.) Contract, (Name of Project and Project Number), with the name of the Bidder and his North Carolina State Contractor's Registration Number.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. When the Owner solicits single-prime bids, the Owner shall establish separate deadlines for the submission of single-prime and multiple-prime bids.
- D. In accordance with the Advertisement for Bids, bids will be received for any or all of the following multiple prime construction contracts: General Construction, Mechanical Construction, Plumbing Construction and Electrical Construction. If so advertised, separate bids will also be received for a Single Prime Construction Contract.

A-2. BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Information for Bidders, Form of Proposal, the Bid Security and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the contract.
- B. Bidders may obtain complete sets of the bidding Documents from the issuing office designated in the Advertisement for Bids in the number and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Consultant shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

A-3. DEFINITIONS:

A. THE BID:

A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents and North Carolina law.

B. BASE BID:

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.

C. ALTERNATES:

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A-4. QUALIFICATION OF BIDDER:

- A. If requested by the Owner prior to the signing of the contract, the successful Bidder shall submit a statement of work to be performed by his own forces.
- B. Prior to Contract award or within seven days of the Owner's request to do so, the successful Bidder shall be prepared to demonstrate that his present organization, direct labor force and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner and in accordance with the Contract Documents.
- C. Bidders, whether residents or nonresidents in North Carolina will be required to show evidence of a certificate of registration before their bids will be considered.
- D. The Owner will consider, in determining the qualifications of a Bidder, his record in the performance of any contracts for construction work into which he may have entered with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the bid of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations, Subcontractors, material men, suppliers or employees.
- E. The Owner may make such investigation as they deem 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 they 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 a responsive and responsible Bidder in accordance with N.C. Gen. Stat. 143-128 and 143-129, and the criteria set forth herein. Conditional bids will not be accepted.

A-5. BIDDER'S REPRESENTATIONS:

Each Bidder by submitting his Bid represents that:

- A. He has read and understands that Bidding Documents and his Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;

- B. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed in accordance with Article A-9 herein, and has correlated his observations with the requirements of the proposed Contract Documents;
- C. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
- D. He has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and Milestone and Completion dates required by the Owner. The Bidder acknowledges and represents that he has made allowances for normal inclement weather indigenous to the Project Site, in his estimating, planning and scheduling of the Work. The Bidder hereby certifies that the work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.
- E. He agrees that upon receipt of the Notice of Award, he will execute the formal Contract, and will deliver all bonds and proof of insurance coverage as required by the Specifications.
- F. He agrees to execute the formal Contract within ten (10) days from the date of Notice of Award, and in case he fails or neglects to appear within the specified time to execute the Contract, he will be considered as having abandoned the Contract, and the Bid Security accompanying this Proposal will be forfeited to the Owner by reason of such failure on the part of the Bidder.
- G. He has made a good faith effort to solicit Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128.2, as subcontractors. The Bidders shall provide the Owner a notarized affidavit with its bid stating that it made the good faith effort required pursuant to G.S. 143-128.2. The Bidder's failure to file the affidavit with its bid shall be grounds for rejection of the Bid.
- H. He has received the the General Conditions dated November 1, 2011.

A-6. BID SECURITY:

- A. Each bid must be accompanied by (1) cash; or (2) a Cashier's Check or a Certified Check of the Bidder in an amount not less than 5% of the bid, made payable to the Owner; or (3) a bidder's bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond, in the amount of 5% of his bid. For purposes of this provision, the amount of the bid shall be the Base Bid plus all positive amount alternates. The bidder's bond shall be issued by a surety company licensed to conduct business in North Carolina and acceptable to the Owner.
- B. Said bid security is given as a guarantee that the Bidder will enter into a contract if awarded the work and, in the case of refusal or failure to so enter into said contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three lowest Bidders within three days after the opening of bids and the remaining security will be returned within 48 hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the bidder has not been notified of the acceptance of his bid within forty-five (45) days of the bid opening, the Bidder may withdraw his bid and request the return of his bid security. If, at the Owner's or Construction Program Manager's request, the Bidder agrees to extend and maintain his bid beyond the specified 45 days, his bid security will not be returned until the expiration of the period of extension.

A-7. FORFEITURE OF BID BOND:

The Successful Bidder, upon his failure or refusal to execute the Contract within ten (10) days after he has received Notice of Award, shall forfeit to the Owner the security deposited with his bid in accordance with North Carolina General Statute 143-129.

A-8. MINORITY BUSINESS ENTERPRISES:

Contractor Responsibilities for Construction and Repair Projects Equal to or Greater Than Three Hundred Thousand Dollars (\$300,000).

- A. Each bidder, including first-tier subcontractors for construction manager at risk projects, shall identify on its bid the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made pursuant to N.C. Gen. Stat. § 143-128.2(f) and the total dollar value of the bid that will be performed by the minority businesses. A contractor, including a first-tier subcontractor on a construction manager at risk project, that performs all of the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection.

The apparent lowest responsible, responsive bidder, within three business days, shall also provide either (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal or (2) documentation of its good faith effort that was identified in the bid to meet the goal, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. *Failure to file the required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.*

- B. Bidder(s) on the Board's building projects shall undertake the following good faith efforts to recruit minority businesses to the extent required by N.C. Gen. Stat. § 143-128.2 and shall provide documentation to the Board that they have performed at least five (5) of these efforts:
1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least ten days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
 2. Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least ten days before the bid or proposals are due.
 3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
 4. Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
 5. Attending any prebid meetings scheduled by the Board.
 6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
 7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.

8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
 9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
 10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
- C. Within 30 days after the award of the contract, the contractor shall provide to the school system's designated representative a list of all identified MBE subcontractors that the contractor will use on the project.
 - D. Failure to comply with procedural requirements as defined in the contract documents may render the bid as nonresponsive and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
 - E. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, the prime contractor shall advise the owner. No MBE subcontractor may be replaced with a different subcontractor except (1) if the subcontractor's bid is later determined by the contractor or construction manager at risk to be nonresponsive or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work or (2) with the approval of the Board for good cause. Good faith efforts as set forth in N.C. Gen. State. § 143-131(b) shall apply to the selection of a substitute subcontractor. Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the Board or its designee of its good faith efforts pursuant to N.C. Gen. State. § 143-131(b).
 - F. If during the construction of a project additional subcontracting opportunities become available, the prime contractor shall make a good faith effort to solicit subbids from MBEs.

A-9. SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each bidder must acquaint himself thoroughly as to the character and nature of the work to be done. Each bidder furthermore must make a careful examination of the site of the work and inform himself fully as to the difficulties to be encountered in the performance of the work, the facilities for delivering, storing and placing materials and equipment, and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the work or the consideration set forth therein, or as a basis for any claim whatsoever.
- C. Insofar as possible, the Successful Bidder, in carrying out his work, must employ such methods or means as will not cause interruption of or interference with the work of the Owner or any separate contractor.

A-10. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-bidders shall promptly notify the Design Consultant of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other contract documents will be made to any Bidder orally.
- B. Every request for such interpretation should be in writing addressed to the Design Consultant with a copy forwarded to the Owner.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bidding Documents which, if issued, will be transmitted to all prospective Bidders (at the respective addresses furnished for such purposes) not later than three calendar days prior to the date fixed for the opening of bids. Neither the Design Consultant nor the Owner will be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
- D. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge receipt and inclusion in his proposal of all Addenda.

A-11. SECURITY FOR FAITHFUL PERFORMANCE:

The Successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this Contract. The successful bidder shall provide a Performance Bond and a Labor and Material Payment Bond using the forms attached as Exhibits A and B. The Performance Bond and the Labor and Material Payment Bond shall be delivered to the Owner not later than the date of execution of the Contract.

A-12. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON-COMPLETION:

The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed in the Owner-Contractor Agreement, the General Conditions and the Supplementary Conditions.

A-13. LOCATION OF WORK:

The site of the proposed work is on Owner owned property, public streets, easements and/or other right-of-ways, as shown on the drawings.

A-14. LIABILITY INSURANCE AND WORKMEN'S COMPENSATION:

The Successful Bidder will be required to carry public liability and workmen's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions.

A-15. BIDDERS REFERRED TO LAWS:

- A. The attention of Bidders is called to the provisions of all Municipal, County and State laws, regulations, ordinances and resolutions, as well as laws, regulations, ordinance resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of

explosives, or affecting the Bidder, or his employees or his work hereunder in his relation to the Owner or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions controlling or limiting Contractors while engaged in the prosecution of work under this Contract.

- B. The provisions of this contract shall be interpreted in accordance with the laws of North Carolina and in accordance with the laws, ordinances, regulations, permits and resolutions of Wake County.

A-16. TAXES

All applicable Federal, State and Local Taxes shall be included in the Bidder's proposal. The successful bidder shall provide the Owner with documentation of North Carolina sales taxes paid for all purchases on the project in a form acceptable to the Owner.

A-17. RIGHT TO REJECT BIDS:

The Owner expressly reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which in its judgment, best serves the interest of the Owner.

A-18. EQUAL PRODUCTS AND SUBSTITUTIONS:

- A. Whenever possible, the Design Consultant shall specify in the plans the required performance and design characteristics for materials as required by N.C. Gen. Stat. § 133-3. When it is impossible or impractical to specify the required performance and design characteristics for materials, the Design Consultant may use a certain brand, make, manufacturer, article, device, product, material, fixture, form or type construction by name, make or catalog number to convey the general style, type, character and standard of quality of the article desired. Unless specifically stated to the contrary, all materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. If approval by the Design Consultant prior to bid opening is desired, the bidder shall request approval in writing at least ten (10) days prior to the bid date. The Design Consultant's approval will be in the form of an Addendum to the Specifications issued to all prospective Bidders indicating that the additional makes or brands are equivalent to those specified. Nothing in this paragraph is intended to restrict or inhibit free and open competition on school system projects.
- B. The bidder may request approval for substitutions of materials or type of construction in writing up to ten (10) days prior to the bid date. The standard for acceptance of substitutions shall be as expressed in Paragraph 4.15 of the contract General Conditions.

A-19. PREPARATION AND SUBMITTAL OF FORM OF BID:

- A. Bids shall be submitted utilizing the Form of Proposal as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the

bid and the date of the change or alteration. A failure to comply with this requirement may be cause for disqualification of the bid.

- B. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing and that in figures, the written value shall govern.
- C. Bids shall not contain any restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.
- D. The amount of a bid submitted by a subcontractor to the general contractor under the single prime contracting system shall not exceed the bid, if any, for the same work by that subcontractor to the Owner under the multiple prime system.
- E. Each single-prime bid shall identify the contractors selected to perform the HVAC, plumbing and electrical work and the subcontractors' respective bid prices for the work

A-20. MODIFICATION OR WITHDRAWAL OF BID:

- A. A Bidder may withdraw his bid from consideration if such bid was based upon a mistake as provided in North Carolina General Statute 143-129.1.
- B. Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or by telegrams; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of bids, and it shall be so worded as not to reveal the amount of the original bid.
- C. Withdrawn bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with this Information for Bidders.
- D. Bid security, if any is required, shall be in an amount sufficient for the bid as modified or resubmitted.

A-21. DETAILED BID BREAKDOWN:

If the Owner directs, the Bidder shall provide a detailed breakdown of his bid acceptable to the Owner. In addition to verifying accounting requirements, the breakdown may be used by the Owner to determine whether the Bidder has grossly misjudged the requirements of any area. Failure to provide the requested detailed breakdown may result in rejection of the bid proposal.

A-22. AWARD OF CONTRACT:

The contract will be awarded to the lowest responsive and responsible bidder under the single prime system or to the lowest responsive and responsible bidders under the multiple prime system, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

- A. The lowest multiple prime bidders and the lowest single prime bidder shall be determined by the aggregate amount of the unit prices set forth in the form of bid, if work is bid on a unit price basis, or the aggregate amount of the Base Bid, plus any Alternates selected by

the Owner. Both multiple prime and single prime bids will be received and awarded according to state law.

- B. A Responsive Bidder shall mean a Bidder who has submitted a bid which conforms, in all material respects, to the Bidding Documents.
- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
 - 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - 4. The quality of performance of previous contracts or services. For example the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by Owners on previous contracts with Bidder,
 - b. The Bidder's compliance record with contract general conditions on other projects,
 - c. The submittal by the bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Bidder's record for completion of the work within the Contract Time or within Contract Milestones and Bidders compliance with scheduling and coordination requirements on other projects,
 - e. The Bidder's demonstrated cooperation with the Owner or the Design Consultant and other contractors on previous contracts,
 - f. Whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents;
 - 5. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services;
 - 6. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service;
 - 7. The quality, availability and adaptability of the goods or services to the particular use required;
 - 8. The ability of the Bidder to provide future maintenance and service for the warranty period of the contract;
 - 9. Whether the Bidder is in arrears to the Owner on debt or contract or is a defaulter on surety to the Owner;

10. Whether the bidder has demonstrated a good faith effort to use MBEs as subcontractors;
 11. Such other information as may be secured by the Owner having a bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work,
 - b. Whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects.
- D. The purpose of the above is to enable the Owner in its opinion, to select the lowest responsible bidder. The ability of the low Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.
- E. The Owner reserves the right to require from the Bidder: (1) submissions of references, within seven days of bid opening, to include a listing of previous and current projects and (2) financial statements indicating current financial status, prepared in accordance with generally accepted accounting principles, by a CPA licensed to do business in North Carolina, and (3) any other information deemed necessary in order to establish the responsiveness and responsibility of the bidder.
- F. The Owner reserves the right to defer award of this contract for a period of forty-five (45) days after the due date of bids. During this period time, the Bidder shall guarantee the prices quoted in his bid.

Attachments:

- A, Performance Bond form
- B, Material and Labor Payment Bond form

END OF INFORMATION FOR BIDDERS

PERFORMANCE BOND

IT IS HEREBY AGREED that

(Insert full name and address of Contractor)

as Principal, hereinafter called Contractor, and,

(Insert full name and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

Wake County, by and through its authorized agent, the Wake County Board of Education
Facilities Design and Construction Dept.
111 Corning Road, Suite 190
Cary, North Carolina 27518

as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for the construction of _____
(Insert the name of the Project)

in accordance with Drawings and Specifications prepared by _____
(Insert full name and address of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default, under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of any applicable statute of repose under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____ 20____.

PRINCIPAL

[Affix corporate seal]

(Name)_____

(Title)_____

(Witness)

SURETY

[Affix corporate seal]

(Name)_____

(Title)_____

(Witness)

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

IT IS HEREBY AGREED that

(Insert full name and address of Contractor)

as Principal, hereinafter called "Principal," and,

(Insert full name and address of Surety)

as Surety, hereinafter called "Surety," are held and firmly bound unto

Wake County, by and through its authorized agent, the Wake County Board of Education
Facilities Design and Construction Dept.
111 Corning Road, Suite 190
Cary, North Carolina 27518

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____

Dollars (\$ _____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these obligations.

WHEREAS, Principal has by written agreement dated _____, 20

entered into a contract with Owner for the construction of _____,

(Insert the name of the Project)

in accordance with Drawings and Specifications prepared by

(Insert full name and address of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days, after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ 20 _____.

PRINCIPAL

[Affix corporate seal]

(Name)_____
(Title)_____

(Witness)

SURETY

[Affix corporate seal]

(Name)_____
(Title)_____

(Witness)

SINGLE PRIME CONTRACT

SECTION B-2

FORM OF PROPOSAL

Contract for Single Prime General Construction

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL**

Project # _____

TO: Wake County Public School System
Facilities Design and Construction Dept.
111 Corning Road, Suite 190
Cary, North Carolina 27518

FROM: _____
BIDDER

ADDRESS

CITY STATE ZIP

1. BASE BID PROPOSAL:

Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by **Gurel Architecture**,

and titled: **Main Gymnasium Improvements, Sanderson High School**

Dated **January 7, 2024** together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

Dollars(\$ _____),

said amount being hereinafter referred to as the Base Bid or Base Bid Proposal.

For separate prime bids to single prime contractor pursuant G.S.143-128, the separate prime contractor shall not submit a higher bid to any single prime contractor than the separate prime bid submitted to the owner for the same scope of work, including the cost of bonds. Therefore, if the separate prime contractor is NOT including bonds in its bid to a single prime contractor, the deduction for bonds shall be clearly shown in the bid to the single prime contractor.

2. BID BREAKDOWN:

For the Owner's accounting purposes only, the following base bid cost breakdown is provided. It is agreed upon that this information will not be used for any decisions to determine the award of this contract. This information is required of the successful contractors within 72 hours.

Demolition Costs	_____
Athletic Wood Flooring Costs	_____
Telescopic Seating Costs	_____
Remainder of Building Renovation Costs	_____
TOTAL (equal to base bid amount)	_____

3. SUBCONTRACTOR LISTING:

As required by state statute, single prime bidders shall show below the names of major subcontractor and the cost of the major contractors. Mechanical, electrical and plumbing must be shown. The amount of a bid submitted by a subcontractor to the general contractor under the single-prime system shall not exceed the amount bid, if any, for the same work by that subcontractor to the local school administrative unit under the separate-prime system. This information is required to be submitted at bid time. Failure to include this information shall be cause to disqualify or reject the bid.

	<u>Name of Subcontractors</u>	<u>Cost</u>
Mechanical	_____	_____
Electrical	_____	_____
Plumbing	_____	_____
Other (_____)	_____	_____
Other (_____)	_____	_____
Other (_____)	_____	_____
Other (_____)	_____	_____

4. ALTERNATES:

There are no alternates included in this project.

5. UNIT PRICES and ALLOWANCES:

Unit prices are complete for labor, equipment, material and overhead and profit; Base bid includes allowance quantity of each item. Unused amount will be credited to the Owner by change order at the end of the job.

Refer to Specification Section 010320 Allowances and Unit Prices for complete definitions.

No.	Description	Unit Price	Unit Measure	Allowance Units	Extended Amount
1	Owner's Contingency	\$50,000.00	-	1	\$50,000.00
2	Masonry Wall Painting		SF	1,000	
3	Concrete Floor Prep		SF	2,000	
4	Replace Sealants		LF	200	

6. MINORITY BUSINESS ENTERPRISE (MBE) SUBCONTRACTORS:

All bidders, including MBEs shall complete this Affidavit, unless the bidder is self-performing as defined in N.C. Gen. Stat. § 143-128.2(c). If a bidder is self-performing, the bidder shall submit an affidavit stating that it will perform all of the work under a contract with its own workforce in lieu of this affidavit.

State of _____

County of _____

AFFIDAVIT page 1
A Listing of the Good Faith Effort

The below-signed company has made a good faith effort to recruit minority businesses in accordance with N.C. Gen. Stat. § 143-128.2 and represents that it has performed the following (**check all that apply; note that a minimum of fifty (50) points must be achieved**):

- ☐ (10 points) 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.
- ☐ (10 points) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bids are due.
- ☐ (15 points) Broke down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ (10 points) 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.
- ☐ (10 points) Attended prebid meetings scheduled by the public owner.
- ☐ (20 points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ (15 points) 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.
- ☐ (25 points) 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.
- ☐ (20 points) 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.
- ☐ (20 points) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

_____ **TOTAL POINTS**

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION SCHEDULE

Name	Description of Work to be performed	Subcontract Amount	Percentage of Bid
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____

In accordance with G.S. 143-128.2, the undersigned will enter into a formal agreement with the firms listed in the above Identification of Minority Business Participation Schedule conditioned upon execution of a contract with the Owner. The failure to abide by this statutory provision shall constitute a breach of the construction contract.

The undersigned hereby certifies that he or she has read this affidavit and the information contained herein is true and accurate. The undersigned further certifies that he or she is authorized to bind the bidder to the commitment herein set forth.

Company: _____

Date: _____ Signature: _____

Name/Title Authorized Officer: _____

NOTARY
SEAL

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public _____

My commission expires: _____

7. ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. BID SECURITY:

Bid security in the amount of five (5) percent of the Base Bid is attached, without endorsement, in the sum of _____ Dollars (\$ _____) which is to become the property of the Owner in the event the Contract and Performance and Payment Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused the Owner.

9. The undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.
10. The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.
11. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the contract to him and/or in the prosecution of the work required.
12. It is agreed that the undersigned shall provide any information deemed necessary by the Owner to establish the responsiveness and responsibility of the bidder.
13. The undersigned acknowledges that he has received the General Conditions dated November 20, 2018.

14. The following information is provided pursuant to the Contract Documents:

.1 Legal Name of Firm:

a. If Firm is a corporation, state that corporation is organized under the laws of the State of _____. Please affix corporate seal to this Form of Bid.

b. If Firm is a partnership, state names of partners:

c. If Firm is an individual using a trade name, state name of individual:

.2 Contractor Registration Number: _____

Respectfully submitted, this

_____ day of _____, 20__

(Signature) _____

(Name Typed) _____

(Title) _____

(SEAL IF BIDDER IS A CORPORATION)

End of Form of Proposal
Enclosure

1. Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

(Bidder's Name)

_____, of _____
(Street Address) (City, State, Zip)

hereinafter called the Principal, and

(Surety's Name)

a corporation organized and existing under the Laws of the State of _____, and authorized to transact business in the State of North Carolina, as Surety, hereinafter called Surety, are held and firmly bound unto Wake County, by and through its authorized agent the Wake County Board of Education, as Owner, hereinafter called Obligee, in the Penal sum of five percent (5%) of the amount bid, good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. This bid bond is submitted in lieu of submitting cash, a cashier's check, or a certified check pursuant to G.S.143-129.

The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a proposal to the Obligee on a contract for the construction

of _____

(Contract Name and Number)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

In witness whereof, we have hereunto set our signatures and seal this _____ day of _____, 20_____, all pursuant to due authorization.

_____(Seal)
Principal

_____(Seal)
Surety

_____(Seal)
Attorney-in-Fact in accordance
with the attached Power of Attorney

STATE OF _____)
COUNTY OF _____) ss:

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that _____, and
_____, whose names are signed to the foregoing bond, this day
personally appeared before me in my State and County aforesaid and acknowledged the same.

Given under my hand and seal this _____ day of _____, 20_____.

_____(Seal)
Notary Public

My Commission expires:

End of Section B-2

State of North Carolina

**AFFIDAVIT B
Intent to Self-Perform**

County of _____

Affidavit of _____
(Name of Bidder)

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

(Name of Project)

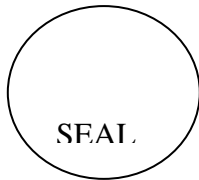
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The 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 _____

OWNER-CONTRACTOR AGREEMENT

SCHOOL NAME: _____

THIS AGREEMENT made this ____ day of _____, Two Thousand _____ by and between Wake County, by and through its authorized agent the Wake County Board of Education (herein referred to as the "Owner"), whose mailing address is WCPSS Facilities Design and Construction 111 Corning Road, Suite 190 Cary, North Carolina, 27518 and _____, (herein referred to as the "Contractor"), whose mailing address is _____. Correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the construction of _____ (hereinafter referred to as the "Project" or the "Work"); and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein. The Contract Documents consist of the Owner-Contractor Agreement, the General and Supplemental Conditions of the Contract, the Drawings, the Specifications, all Addenda issued prior to bidding, and all Modifications and Change Orders issued after execution of the Contract.

Article 2

STATEMENT OF THE WORK

- 2.1 The Project is the Work identified in the plans and specifications prepared by _____ dated _____, 20____ for the Wake County Board of Education, 111 Corning Road, Suite 190 Cary, North Carolina 27518, including the following addenda:

A listing of the plans and specifications included in the Contract Documents is attached as Exhibit ____.

2.2 The Parties agree that the Project shall include the following alternates:

2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items:

List item(s) and proposed deduct/add(s). If none, list "None"

2.4 The Parties agree that the following allowances and contingencies are included in the Contract Sum in Section 5.1 below:

List item(s) and proposed allowance(s) and/or contingencies. If none, list "None"

A. Unit Prices are established as follows for the project:

List all here

B. Allowances not included in Unit Prices:

List all here

C. Contingencies:

List all here

2.5 The Contractor shall provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

2.6 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving, and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3

DESIGN CONSULTANT

3.1 The Design Consultant (as defined in the General Conditions) shall be _____ whose address is _____, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before the date established for Final Completion in the Supplemental Conditions.
- 4.3 The Supplemental Conditions contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General and Supplemental Conditions.

Article 5

CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of _____ Dollars (\$_____) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2
- 5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total \$_____.

Article 6

PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work it will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions. Payments due and unpaid under the Contract Documents shall not bear interest.

Article 7

OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

- 7.2 The Owner shall furnish to the Contractor one **(1)** set of drawings and one **(1)** set of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling, and mailing.
- 7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.
- 7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.
- 7.5 Contractor is duly qualified to do business in North Carolina. If Contractor is a business entity that is not registered in North Carolina, prior to beginning the services described by this Contract, Contractor shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Contractor is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).
- 7.6 Applicable Wake County Board of Education Policies. Contractor acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant Owner policies during the term of the Agreement and while on School System property. Contractor related policies can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.
- 7.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Agreement will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Agreement and given the same legal effect as original signatures., each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

IN WITNESS WHEREOF, Wake County, by and through its authorized agent the Wake County Board of Education (hereinbefore called the "Owner") has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by its Board Chair and Secretary, and _____ (hereinbefore called "Contractor") has caused these presents to be signed by its President or Vice-President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

This Agreement was approved by the Board on the ____ day of _____, ____.

WAKE COUNTY, by and through its authorized agent the

WAKE COUNTY BOARD OF EDUCATION

Lindsay Mahaffey

Board Chair

ATTEST:

Catty Q. Moore
Secretary

[Corporate Seal]

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

Finance Officer Date

(Copy and paste the appropriate contractor/vendor signature block here)

SECTION D
MINORITY BUSINESS ENTERPRISES

MINORITY BUSINESS ENTERPRISE PARTICIPATION
IN CONSTRUCTION AND PURCHASE CONTRACTS POLICY

It is the policy of the Board to provide minorities equal opportunity to participate in all aspects of the school system's contracting and purchasing programs, including but not limited to participation in procurement contracts for materials, supplies and equipment, and contracts for the construction, renovation or repair of school facilities and equipment.

It is further the policy of the Board to prohibit discrimination against any person or business enterprise on the basis of race, color, ethnic origin, sex, handicapping condition, or religion and to conduct its contracting and purchasing programs so as to prevent such discrimination.

It is the policy of the Board in concert with other local, state and federal agencies and with the assistance of minority groups and agencies, actively to seek and identify qualified minority business enterprises (MBEs) and to offer them the opportunity to participate, and to encourage them to participate, in the school system's contracting and purchasing programs. Under this policy, the Board adopts the definition of MBEs contained in N.C. Gen. Stat. § 143-128.2.

It is not the policy of this Board to provide information or other opportunities to minority business enterprises that will not be available to all other business enterprises. It is the intent of this policy to establish procedures designed to assure MBEs access to information and opportunities available to other business enterprises.

It is not the intent of this policy to establish procedures that will increase the cost of the school system's construction and purchasing programs. It is the intent of this policy to widen opportunities for participation, to increase competition, and to reduce costs.

The Board will award public building contracts without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition, as defined in N.C. Gen. Stat. § 168A-3. The Board will award contracts to the lowest responsible, responsive bid.

Construction or Repair Projects In Any Amount.

The Board shall have a verifiable goal of ten percent (10%) for participation by minority businesses in building construction and repair projects covered by this section. These projects shall be bid strictly in accordance with N.C. Gen. Stat. § 143-128 and -129. The school system shall require bidders on school construction and renovation projects to provide documentation demonstrating that they have met the verifiable goal for participation by minority business or that they have made good faith efforts to do so as specified in the accompanying regulations and in N.C. Gen. Stat. § 143-128.2.

Construction or Repair Projects Using State Appropriations or Other State Grant Funds Where the Project Cost is Equal to or Greater than One Hundred Thousand Dollars (\$100,000).

The Board shall use the State's verifiable goal of ten percent (10%) for participation by minority business in building construction and repair projects covered by this section.

Purchase of Equipment and Materials Through State Purchase and Contract.

The school system shall purchase all required supplies, materials and equipment through the State Division of Purchase and Contract, a statewide buying agency. The school system shall continue to purchase certain items specifically identified by the state from the state's contract certification list and follow State Division of Purchase and Contract's guidelines for MBE participation and reporting procedures.

When the Board may Let Contracts on Informal Bids Greater than \$5,000 (but less than the limits in N.C. Gen. Stat. § 143-129).

The school system shall solicit minority participation in the contracts for the erection, construction, alteration or repair of any building covered by this section. The school system shall maintain a record of contractors solicited and shall document efforts to recruit minority business participation in those contracts. Nothing in this section shall be construed to require formal advertisement of bids. The data generated pursuant to this section shall be reported to the Department of Administration, Office for Historically Underutilized Business, as required by N.C. Gen. Stat. § 143-131(b).

REGULATIONS AND PROCEDURES FOR IMPLEMENTING
MINORITY BUSINESS ENTERPRISE PARTICIPATION POLICY

I. Definitions.

A. Minority Business (MBE) - A business:

1. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals, and
2. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

B. Minority Person - A person who is a citizen or lawful permanent resident of the United States, and who is:

1. Black, that is, a person having origins in any of the black racial groups in Africa;
2. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
3. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
4. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
5. Female.

C. Socially and Economically Disadvantaged Individual - A person as defined in 15 U.S.C. 637.

II. Owner Responsibilities for Construction and Repair Projects Equal to or Greater Than Three Hundred Thousand Dollars (\$300,000).

The school system, when soliciting bids under the provisions of N.C. Gen. Stat. § 143-128, shall perform the following acts:

- A. The school system shall designate a contact person who shall compile a list of minority businesses within the bidding area, using information obtained from the Office of Historically Underutilized Businesses, or from other institutions or agencies providing such information. This list shall be updated on a quarterly basis and shall be open for inspection and shall be available so that minority businesses will have the opportunity to add their names to the list.
- B. During the design stage, each project shall be reviewed to determine if it would be practical, feasible and legal to divide the project into separate contracts that might increase the opportunity for MBE bidders.
- C. At least ten days prior to the scheduled day of bid opening, notice of each project and invitations to bid shall be sent to MBEs that have requested notices from the school system for public construction or repair work, and to MBEs that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. Each notice shall include the following: (a) a description of the work for which the bid is being solicited; (b) the date, time, and location where bids are to be submitted; (c) the name of the individual within the public entity who will be available to answer questions about the project; (d) where bid documents may be reviewed; (e) any special requirements that may exist; and (f) notice of the date, time, and location of the prebid conference.
- D. A prebid conference shall be held for each project. A school system representative shall attend the scheduled prebid conference.
- E. During the advertising period of a project, the contact person shall be responsible for answering project-related questions MBEs might have.
- F. For each project, documents related to the contract shall be available for inspection at a convenient and accessible location. MBEs shall receive notice of the location of the documents as part of the invitation to bid specified in paragraph C above.
- G. All prime and subcontractors shall be allowed to obtain a copy of a complete set of Drawings and Specifications by providing a refundable deposit to the school system. Deposits will be refunded in accordance with school system procedures.
- H. For each building contract put out for bids under N.C. Gen. Stat. § 143-128, published notice of the contract shall include a statement that all contractors submitting bids will be required to provide either (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract

price, which is equal to or more than the applicable goal or (2) documentation of its good faith effort that was identified in the bid to meet this goal, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority business for participation in the contract. *Failure to file the required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.*

- I. For each building contract put out for bids pursuant to N.C. Gen. Stat. § 143-128, a copy of the Board's MBE policy will be included in the materials provided to all contractors.
 - J. For each building contract put out for bids, the Board or the Board's designee shall utilize other media, as appropriate, likely to inform potential MBEs of the bid being sought.
- III. Contractor Responsibilities for Construction and Repair Projects Equal to or Greater Than Three Hundred Thousand Dollars (\$300,000).
- A. Each bidder, including first-tier subcontractors for construction manager at risk projects, shall identify on its bid the minority businesses that it will use on the project and an affidavit listing the good faith efforts it has made pursuant to N.C. Gen. Stat. § 143-128.2(f) and the total dollar value of the bid that will be performed by the minority businesses. A contractor, including a first-tier subcontractor on a construction manager at risk project, that performs all of the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection.

The apparent lowest responsible, responsive bidder, within the time specified in the bid documents, shall also provide either (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal or (2) documentation of its good faith effort that was identified in the bid to meet the goal, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. *Failure to file the required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.*
 - B. Bidder(s) on the Board's building projects shall undertake the following good faith efforts to recruit minority businesses to the extent required by N.C. Gen. Stat. § 143-128.2 and shall provide documentation to the Board that they have performed at least five (5) of these efforts:

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

- C. Within 30 days after the award of the contract, the contractor shall provide to the school system's designated representative a list of all identified MBE subcontractors that the contractor will use on the project.
- D. Failure to comply with procedural requirements as defined in the contract documents may render the bid as nonresponsive and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
- E. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, the prime contractor shall advise the owner. No MBE subcontractor may be replaced with a different subcontractor except (1) if the subcontractor's bid is later determined by the contractor or construction manager at risk to be nonresponsive or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work or (2) with the approval of the Board for good cause. Good faith efforts as set forth in N.C. Gen. State. § 143-131(b) shall apply to the selection of a substitute subcontractor. Prior to substituting a subcontractor, the contractor shall identify the substitute subcontractor and inform the Board or its designee of its good faith efforts pursuant to N.C. Gen. State. § 143-131(b).
- F. If during the construction of a project additional subcontracting opportunities become available, the prime contractor shall make a good faith effort to solicit subbids from MBEs.

IV. Procedures for Monitoring Contractor Compliance.

For any building contract put out for bids pursuant to N.C. Gen. Stat. § 143-128, the contact person shall maintain records with respect to:

- A. Those contractors notified of the project and the number that are minority businesses;
- B. Those contractors that bid or otherwise respond to notice of the project and the number that are minority businesses;
- C. The prime contractors awarded contracts for the project and the number and identity of those that are minority businesses;
- D. The subcontractors awarded contracts for the project and the number and identity of those that are minority businesses; and
- E. The percentage of work on the project that was performed by minority businesses as reported by the prime contractor(s) awarded the bid.

V. Complaint Procedures.

- A. Any alleged violations of the provisions of this MBE plan by any party should be reported in writing to the Superintendent or his/her designee.
- B. The Superintendent or his/her designee shall review all facts available and respond in writing. Unresolved complaints shall be presented to the Board. The decision rendered by the Board will be final.

VI. Record Keeping.

The Superintendent or his/her designee shall keep all public records created pursuant to these regulations and the Minority Business Enterprise Participation in Construction and Purchase Contracts Policy for a period of not less than three years from the date of the completion of the building project.

SECTION E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION POLICY FOR CONSTRUCTION AND REPAIR CONTRACTS

The Board establishes this dispute resolution system to facilitate the prompt and fair resolution of disputes with amounts in controversy in excess of \$15,000 arising between or among any parties involved in the school system's construction and repair projects (including the school system, the architect, the construction manager, the contractors, and the first-tier and lower-tier subcontractors) on Claims arising out of the contract or construction process in accordance with N.C. Gen. Stat. § 143-128(g). The Board strives to resolve disputes without animosity between or among parties. To this end, the Board believes that an Architect's review followed by mediation as necessary or desired shall be preconditions to litigation of any dispute covered by this Policy. In no event shall the Board be subject to arbitration proceedings pursuant to this policy. The Superintendent or his designee shall adopt regulations to implement this policy.

REGULATIONS IMPLEMENTING THE DISPUTE RESOLUTION POLICY FOR CONSTRUCTION AND REPAIR CONTRACTS

The following regulations are applicable to the resolution of disputes with amounts in controversy in excess of \$15,000 arising between or among any parties involved in the school system's construction and repair projects (including the school system, the architect, the construction manager, the contractors, and the first-tier and lower-tier subcontractors) on Claims arising out of the contract or construction process. In no event shall the Owner be subject to arbitration proceedings pursuant to the Dispute Resolution Policy or these regulations.

Definition. 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 parties to a Contract involved in the school system's construction and repair projects arising out of or relating to the Contract or the construction process. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

Resolution of Claims and Disputes. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. A final decision by the Architect shall be required as a condition precedent to mediation or litigation of all Claims by a contractor arising prior to the date final payment is due. The Architect will initially decide disputes between any or all parties involved in the school system's construction projects.

The Architect will review Claims and within twenty days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that it would be inappropriate for the Architect to resolve the Claim.

In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision.

If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation.

When a written decision of the Architect states that the decision is final but subject to mediation, then a demand for mediation of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision. Any failure to demand mediation within said 30 days' period shall result in the Architect's decision becoming final and binding upon the parties.

Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

If the Architect deems that a Claim is valid, the Architect shall require all parties to the dispute to share the cost of the Architect's review equitably. If the Architect deems that a Claim is invalid, the Architect shall require the complaining party to bear the cost of the Architect's review. In any event, the Architect may require the complaining party to submit a deposit equivalent to the Architect's hourly rate, identified in Section SC,

Paragraph 9.8.6.1, multiplied by the amount of time the Architect estimates, in the Architect's sole discretion, that will be necessary to review the Claim. The Architect shall return any unused portion of this initial deposit to the complaining party following the Architect's completion of the Architect's review of the Claim.

Time Limits on Claims. Claims not involving the Owner or Architect must be initiated within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims involving the Owner or Architect shall be filed in strict conformance with the Contract documents. Nothing in the policy or these regulations and procedures shall extend the period within or the manner in which claims against the Owner or Architect must be submitted. Claims must be initiated by written notice to the Architect and the other party. Any Claim that is not initiated within the applicable time period is waived.

Continuing Contract Performance. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract, unless instructed otherwise in writing by the Owner.

Mediation. Any Claim arising out of or related to a contract or the construction process on the school system's construction or repair projects, except those waived Claims shall, after a final decision by the Architect, be subject to mediation as a condition precedent to the institution of legal proceedings by any contractor.

The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with rules established by the Owner.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**SECTION GC
300K to 2M**

**GENERAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION**

TABLE OF ARTICLES

1. CONTRACT DOCUMENTS
 2. OWNER
 3. CONTRACTOR
 4. SUBCONTRACTORS
 5. WORK BY OWNER OR BY SEPARATE CONTRACTORS
 6. MISCELLANEOUS PROVISIONS
 7. TIME
 8. PAYMENTS AND COMPLETION
 9. INSURANCE AND BONDS
 10. CHANGES IN THE WORK
 11. CORRECTION OF THE WORK
 12. TERMINATION OF THE CONTRACT
- APPENDIX A – Contractor's Sales Tax Report
APPENDIX B-1 – Change Proposal Form (Time & Materials or Unit Price)
APPENDIX B-2 – Change Proposal Form (Fixed Price)

ARTICLE 1

CONTRACT DOCUMENTS

1.1 GENERAL

- 1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order issued pursuant to the provisions of Article 10, (3) a written interpretation issued by the Design Consultant, or (4) a written order for a minor change in the Work issued pursuant to this contract.
- 1.1.2 By executing the Contract, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.
- 1.1.3 The Contractor will be furnished with 1 set of drawings and specifications at no cost. Additional copies may be purchased.

END OF ARTICLE 1

ARTICLE 2

OWNER

2.1 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

- 2.1.1 The Owner shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.
- 2.1.2 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 2.1.3 The Owner will have authority to require special inspection or testing of the Work whether or not such Work is then fabricated, installed, or completed. However, neither the Owner's authority to act under Subparagraph 6.5.3, nor any decision made by the Owner in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 2.1.4 The Owner shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of its Subcontractors, and the Design Consultant, to discuss such matters as procedures, progress, problems, and scheduling.
- 2.1.5 The Owner and Design Consultant shall not be responsible or liable to Contractor for the acts, errors or omission of the Contractor, any separate Subcontractor, any separate contractor or any contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.
- 2.1.6 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.
- 2.1.7 The parties acknowledge that the Owner may perform all or part of its obligations pursuant to this Agreement through the Superintendent or its designee.

- 2.1.8 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.
- 2.2 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK
- 2.2.1 If the Contractor fails to correct defective Work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Owner by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- 2.2.2 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Owner.
- 2.2.3 If the performance of all or any part of the Work (including the work of the Contractor and its subcontractors) is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner or the Design Consultant in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim shall be made under this Subparagraph for any suspension, delay, or interruption pursuant to Subparagraph 2.3.1, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Subparagraph shall be allowed on behalf of the Contractor or its subcontractors, unless within 10 days after the act or failure to act involved, and for continuing or ongoing acts or failures to act within 10 days of the first day of the act or failure to act the Contractor submits to the Owner a written statement setting forth, as fully as then practicable, the extent of such claim, and unless the claim is asserted in writing within 20 days after the termination of such suspension, delay, or interruption. For continuing or ongoing acts or failures to act, the Contractor shall update its written statement every 15 days until the suspension, delay or interruption is terminated. The Contractor shall waive any and all claims not filed in strict conformance with this paragraph. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.
- 2.2.4 In the event of a suspension of work or delay or interruption of work, the Contractor will and will cause its subcontractors to protect carefully its, and their materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the Owner, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.
- 2.2.5 No claim by the Contractor shall be allowed if asserted after final payment under this Contract or if it is not asserted in strict conformance with Article 10.
- 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK
- 2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ten days after the date written notice is mailed by the Owner to commence and continue remedy of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy it may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new contractor. In such case the Owner shall issue a Change Order deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Consultant's additional services made necessary by such default, neglect, or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Design Consultant. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. Notwithstanding the Owner's right to carry out a portion of the work, warranty, maintenance and protection of the work remains the Contractor's

responsibility. Further, the provisions of this paragraph do not affect the Owner's right to require the correction of defective or non-conforming work in accordance with this contract.

END OF ARTICLE 2

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

- 3.1.1 This entire Contract is not one of agency by the Contractor for Owner but one in which Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS

- 3.2.1 Before placing its proposal to the Owner, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission it may discover, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Design Consultant for any damage resulting solely from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 3.2.2 All designs, drawings, specifications, design calculations, notes and other works provided for this contract are the sole property of the Owner and may not be used on any other design or construction project. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the Project, shall be at the full risk of such person or entity

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and all statutory or legal requirements. This requirement applies continuously throughout contract performance and is not limited to regular working hours.
- 3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of its employees, Subcontractors and Sub- subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.
- 3.3.3 The Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the Owner or the Design Consultant in their administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Paragraph 6.5 by persons other than the Contractor.
- 3.3.4 The Contractor shall verify all grades, lines, levels and dimensions as indicated and shown on the Drawings and Specifications prior to beginning the work and shall immediately report in writing any errors or inconsistencies to the Design Consultant before commencing the work.

3.3.5 Contractor shall protect existing surfaces, finishes and adjacent facilities from damage during construction. Any damage shall be repaired by Contractor at its own expense prior to completion of the Project. Prior to construction start, Contractor and Owner shall perform an inspection to record existing conditions, damaged and undamaged.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed.

3.4.2 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to it. The Owner may, by notice in writing, require the Contractor to remove from the work any employee the Owner deems incompetent, careless or otherwise objectionable. All agents and workers of the Contractor and its Subcontractors shall wear identification badges provided by the Contractor at all times they are on the Owner's property. The identification badges shall at a minimum display the company name, telephone number and employee's picture and name and must be worn in plain view at all times. Additionally, once school staff occupies the building, all contractors and their respective subcontractors shall be required to sign in and out of the visitor's log each day they are performing services. They must also wear a visitor's pass which will indicate to staff that they have met this requirement which applies to anyone performing services anywhere on the school property.

3.4.3 The Contractor shall be responsible for ensuring that the Work is completed in a skillful and workmanlike manner.

3.4.4 All equipment, apparatus and/or devices of any kind to be incorporated into the Work that are shown or indicated on the drawings or called for in the specifications or required for the completion of the work shall be entirely satisfactory to the Owner and the Design Consultant as regards operations, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of its responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by proper and acceptable equipment, etc. or put in good working order satisfactory to the Owner and Design Consultant without additional cost to the Owner.

3.4.5 All materials and Work shall meet North Carolina Building Codes. Should there be any discrepancies between design and code, the more stringent requirement shall apply. All materials shall comply with standards (or approved products) as set by the Specifications. Unless otherwise specified, NO ASBESTOS CONTAINING MATERIALS SHALL BE INSTALLED. BY DEFINITION, INSTALLATION OF ASBESTOS MATERIALS WILL BE CONSIDERED CONTRACTOR'S NEGLIGENCE AND THE CONTRACTOR SHALL PERFORM ALL NECESSARY WORK TO REMOVE THE ASBESTOS AND RESTORE THE SITE TO THE 'PRE-CONTRACT' CONDITION. Contractor shall assume all facilities built prior to 1979 have lead-based paint. Any paint removal shall be in accordance with OSHA standard pertaining to lead (29 CFR 1915.1025).

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and the Design Consultant that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Design

Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 11.

3.5.2 The warranties set forth in this Paragraph 3.5 and elsewhere in the Contract Documents shall survive Final Completion of the Work.

3.5.3 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice with reasonable promptness after discovery of the condition. For items, which remain incomplete or uncorrected on the date of Substantial Completion, the one-year warranty shall begin on the date of Final Completion of the Work. If the Contract Documents include painting work, the one year warranty period in this section shall be extended to two years.

3.5.4 If at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to or conspiracy to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

3.5.5 The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article 3, Article 11 or elsewhere in the Contract Documents.

3.6 TAXES

3.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. The Contractor shall indemnify and hold the Owner harmless from any claims arising out of the Contractor's failure to pay all required taxes, including claims by the county for its inability to recover taxes that were not properly paid to the State of North Carolina by the Contractor.

3.6.2 The Contractor shall provide a completed Contractor's Sales Tax Report (attached hereto as Appendix A) with each application for payment for all items provided by the Contractor or any Sub-Contractors and incorporated into this project. The Contractor shall account for at least 2% of the total contract amount in sales tax or provide justification satisfactory to the Owner that the actual sales tax paid is less than 2%. In the event the Contractor does not provide adequate justification to support the shortfall, the Contractor shall pay the Owner the difference between the amount accounted for and the 2% minimum. Such compensation shall not be deemed a penalty, but reimbursement of funds the Owner would otherwise be entitled to recover from the State.

3.6.3 Sales and Use Tax. Contractor shall be responsible for complying with any applicable sales and use tax obligations imposed by Chapter 105, Article 5 of the North Carolina General Statutes. Where Contractor has been contracted with to oversee "new construction" or "reconstruction" as defined in G.S. 105-164.4H, Contractor shall be responsible for issuing and maintaining an Affidavit of Capital Improvement.

3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure the building permit and all other permits necessary for the proper execution and completion of the Work. The Contractor shall facilitate the invoicing of all permits directly to Wake County and/or the Owner for direct payment. Costs for service and final service connections by public utilities will be reimbursed to the Contractor by the Owner. The Owner shall not be responsible for the cost of any temporary utilities.

3.7.2 The Contractor will pay for its license and reinspection fees for the work necessary for the proper execution and completion of the work.

3.7.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.8 ALLOWANCES AND CONTINGENCIES

3.8.1 The Contractor shall include in the contract sum all allowances and contingencies stated in the contract documents. The use of allowances and/or contingencies shall be documented in writing and approved by the owner. In the event that there are any funds remaining in any allowance and/or contingency, those funds shall be retained solely by the Owner. No compensation shall be paid for any additional work that is not approved in advance by the Owner.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. It is understood that such superintendent shall be acceptable to the Owner and shall be the one who will be continued in that capacity for the duration of the project, unless it ceases to be on the Contractor's payroll, or the Owner otherwise agrees.

3.10 PROGRESS AND RECOVERY SCHEDULES

3.10.1 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an estimated progress schedule for the Work. This schedule shall be in accordance with any general requirements included in the Specifications for this project.

3.10.2 The Owner may require the Contractor to submit a recovery schedule in accordance with Section 01311 of the Specifications, demonstrating its program and proposed plan to make up the lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the Owner finds the proposed plan not acceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner may require the Contractor to take any of the actions set forth in Subparagraph 3.11 without additional cost to the Owner, to make up the lag in scheduled progress.

3.10.3 Failure of the Contractor to substantially comply with the requirements of Paragraphs 3.10 and 3.11 may be considered grounds for a determination by the Owner, pursuant to Subparagraph 12.3.1, that the Contractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Contract Time.

3.11 RESPONSIBILITY FOR COMPLETION

3.11.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified in the Owner-Contractor Agreement.

3.11.2 If the actions taken by the Contractor are not satisfactory, the Design Consultant or Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates, without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for its performance and for completion within the required dates.

3.12 DOCUMENTS AND SAMPLES AT THE SITE

3.12.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during

construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

3.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.13.1 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Contract Documents.

3.13.2 Do not order materials until receipt of written approval. Furnish materials equal in every respect to approved samples.

3.13.3 By approving and submitting Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, which may be issued by the Design Consultant.

3.13.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's review of Shop Drawings, Product Data, Samples or Manuals under unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submission and the Design Consultant has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or Manuals by the Design Consultant's review thereof.

3.13.5 The Contractor shall make corrections required by the Design Consultant and shall resubmit the required number of corrected copies of Shop Drawings or new Product Data or Samples. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Design Consultant on previous submittals. Resubmittals necessitated by required corrections due to Contractor's errors or omissions shall not be cause for extension of Contract Time, and any costs associated with the processing of these resubmittals shall be paid by the Contractor.

3.13.6 No portion of the Work requiring submission of Shop Drawings, Product Data, Samples or Manuals shall be commenced until the submittal has been approved by the Design Consultant. All such portions of the Work shall be in accordance with approved submittals.

3.14 EQUAL PRODUCTS AND SUBSTITUTIONS

3.14.1 All materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. The Contractor, in such cases, may with Design Consultant and Owner approval, use any brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which in the judgment of the Design Consultant is equal to that specified. An item may be considered equal to the item so named or described if, in the opinion of the Owner and Design Consultant (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. Approval by the Owner and Design Consultant will be granted based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the Project.

3.14.2 Contractor must provide evidence that proposed substitution does not require revisions to the Contract Documents, that is consistent with Contract Documents, and will produce the indicated results, and is

comparable with other portions of the Work. Contractor must provide a detailed comparison of significant qualities or proposed substitution with those of the Work specified, including but not limited to the following significant qualities: performance, weight, size, durability, visual effect, sustainable design features, warranties, and any specific features and requirements indicated in Contract Documents. An annotated copy of applicable Specification section and point-by-point comparison between specified product and the proposed substitution describing each point of compliance, non-compliance, and variance between the specified and proposed product shall be provided.

3.15 USE OF SITE

3.15.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of-way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the Owner, with any materials, equipment or trailers nor shall it block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within 24 hours of notification by the Owner, to so do, the Owner shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the Owner deems are in violation of this paragraph.

3.16 CUTTING AND PATCHING OF WORK

3.16.1 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation.

3.16.2 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to satisfaction of the Design Consultant and the Owner of such structures and facilities and authorities having jurisdiction.

3.17 CLEANING UP

3.17.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, indemnify, defend, and hold harmless the Owner and the Design Consultant and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or caused by any negligent act, error, omission or breach of this Agreement by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph 3.18. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2. The parties also specifically acknowledge that the Owner is a public body and it is the intent of the parties that the Owner not incur any expenses when the Contractor is solely responsible for the claims. Contractor's indemnity obligations to Owner in the Contract Documents shall survive the expiration or termination of the Contract Documents.

3.18.2 In any and all claims against the Owner or the Design Consultant or any of their agents, representatives, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.16 shall not be limited in any way by Contractor's insurance coverage required herein.

3.18.3 No provision of this Paragraph 3.18 shall give rise to any duties on the part of the Design Consultant or the

Owner, or any of their agents, representatives, or employees.

3.19 CONDITIONS AFFECTING THE WORK

3.19.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which can affect the Work or the cost thereof. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of its officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

3.20 MISCELLANEOUS

3.20.1 The Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts) and sales tax paid by the Contractor and its subcontractors for materials purchased for Projects completed under this contract. The Contractor agrees to comply with all of the Owner's policies at all times that the Contractor, its subcontractors and employees are on the Owner's property. The Contractor acknowledges that the Owner's policies can be accessed and viewed at the Owner's website. The Contractor shall comply with the Owner's site or school building access procedures when working on any existing school campus.

3.21 APPLICABLE LAWS

3.21.1 This Contract and the relationship of the parties shall be governed by the laws of the state of North Carolina.

3.21.2 The Contractor shall comply with all applicable laws and regulations in providing services under this Contract. Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. The Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system. The Contractor further warrants that it will use the E-Verify system to verify employment eligibility of all its employees throughout the term of this Contract, and that it will remain in compliance with all I-9 requirements throughout the term of this Contract. The Contractor shall also ensure that any subcontractors use the E-Verify system at all times while providing subcontracted services in connection with this Contract. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

3.21.3 The Contractor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Contractor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation prior to substantial completion; or (4) new school construction sites prior to substantial completion. The checks shall include, at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. The Contractor shall provide certification on the Sexual Offender Registry Check Certification Form (attached as Appendix C) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. With each pay application, the Contractor shall provide an updated list of all Project subcontractors, identifying the date the subcontractor is anticipated to first be on the site, and the

status of receipt of the Completed Sexual Offender Registry Check Certification Form from each subcontractor. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, the Contractor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the Owner upon request. The Contractor specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the Owner exercises this right to conduct additional criminal records checks, the Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Contractor further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of the Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

3.21.4 Unless disclosed to the School System in writing prior to the Board's approval and execution of the Contract, Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent. Unless disclosed prior to the execution of the Contract or formally waived by the Wake County Board of Education at a Board meeting, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.

3.21.5 The Contractor represents that as of the date of this Contract, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. The Contractor also represents that as of the date of this Contract, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

3.22 COMPLIANCE WITH BOARD POLICIES AND PROCEDURES

The Contractor acknowledges that the Owner has adopted policies governing its relationship with contractors and conduct on the Owner's property and agree to abide by any and all relevant Owner policies during the term of the contract and while on Owner property. The Owner's Contractor related policies can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.

3.23 CONTRACTOR IDENTIFICATION

All agents and workers of the contractor and its subcontractors shall wear identification badges provided by the Contractor at all times they are on the Owner's property. The identification badges shall at a minimum display the company name, telephone number, employee name and a picture of the employee.

3.24 MINORITY AND HISTORICALLY UNDERUTILIZED BUSINESS

If the Contract Sum is \$300,000 or greater, the Contractor shall make a good faith effort to utilize minority and Historically Underutilized Businesses (HUBs) as defined and required in N.C. Gen. Stat. 143-128.2 to -

128.4. The Contractor shall identify in the list of its Subcontractors, those Subcontractors that are (HUBs) and indicate the portion of the Work that each Subcontractor will perform. If during the duration of the Project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize HUBs. The Contractor shall submit with each Application for Payment a list of those HUBs whose work is included in the application and the amount due each. Failure or refusal of the Contractor to submit the required information on HUBs shall be grounds to withhold payment.

END OF ARTICLE 3

ARTICLE 4

SUBCONTRACTORS

4.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.1.1 The Contractor, in compliance with the requirements of the Contract Documents, shall furnish in writing to the Owner the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

4.1.2. The Contractor shall identify in the list of names of the Subcontractors proposed, those Subcontractors that are Minority Business Enterprises and the date each is planned to begin work on the project. If during the duration of the project, the Contractor effects a substitution for any Subcontractor, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize Minority Business Enterprises. At the completion of the project, the Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts).

END OF ARTICLE 4

ARTICLE 5

WORK BY OWNER OR BY SEPARATE CONTRACTORS

5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

5.1.1 The Owner reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

5.2 MUTUAL RESPONSIBILITY

5.2.1 Should the Contractor cause damage to the work or property of the Owner or of any separate contractor on the Project, or to other work on the Site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.

5.2.2 Should a separate contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.

5.2.3. In no event shall the Contractor seek to recover from the Owner or the Design Consultant, and the Contractor hereby waives any claims against the Owner and Design Consultant relating to any costs, expenses (including, but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any separate contractor.

5.3 COORDINATION OF THE WORK

5.3.1 By entering into this contract, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. Contractor expressly warrants and guarantees that it will cooperate with other contractors and will do nothing to delay, hinder or interfere with the work of other separate contractors, the Owner or Design Consultant. Contractor also expressly agrees that, in the event its work is hindered, delayed, interfered with or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor as described in this Article 5. Contractor will have no remedy, and hereby expressly waives any remedy, against the Owner and/or the Design Consultant on account of delay, hindrance, interference or other event caused by a separate contractor.

END OF ARTICLE 5

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 This contract shall be governed by the law of the State of North Carolina. The Contractor and Owner agree that county where the Project is located shall be the proper venue for any litigation arising out of this Agreement.

6.1.2 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

6.2 CLAIMS AND DAMAGES

6.2.1 Should the Contractor or any of its Subcontractors suffer injury or damage to person or property because of any act or omission of the Owner or Design Consultant, or of any of their employees, agents or others for whose acts either is legally liable, the claim on behalf of the Contractor or its subcontractors shall be made in writing to the Owner within 10 days after the first observance of such injury or damage; otherwise, the Contractor shall have waived any and all rights it may have against the Owner or the Design Consultant, or their employees, representatives and agents. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.4.2 Except as may be specifically agreed in writing, the failure of the Owner or the Design Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or right(s) or of the right to subsequently demand such strict performance or

exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

6.4.3 The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Design Consultant, except for failure to make progress payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

6.4.4 Contractor and Owner acknowledge that the Contract Documents shall not be construed against Owner due to the fact that they may have been drafted by Owner. For purposes of construing the Contract Documents, both Contractor and Owner shall be considered to have jointly drafted the Contract Documents.

6.4.5 In the event that Owner incurs attorney's fees or litigation expenses in connection with enforcing or protecting its rights under the Contract Documents or defending any claim or lawsuit brought against it arising out of the Work or the Contract Documents, Contractor shall reimburse Owner for such reasonable attorney's fees and expenses.

6.5 TESTS

6.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner timely notice of its readiness so the Design Consultant and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals, except the Contractor shall be responsible for the cost of any reinspection, including the rescheduling of an inspection requested by the Contractor prior to proper the completion of the work to be inspection.

6.5.2 Unless otherwise stipulated in other Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of its work and work of each Subcontractor. Boiler fuel other than gas shall be provided by Subcontractor furnishing boilers. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.

6.5.3 If the Design Consultant or the Owner determines that any Work requires special inspection, testing, or approval which Subparagraph 6.5.1 does not include, the Owner will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 6.5.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Design Consultant's and Owner's additional construction management expenses made necessary by such failure.

6.6 UNENFORCEABILITY OF ANY PROVISION

6.6.1 If any provision of this Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such provision.

6.7 ATTORNEYS' FEES AND OTHER EXPENSES

6.7.1 The Contractor hereby agrees that it will not submit, assert, litigate or otherwise pursue any frivolous or unsubstantiated claims or claims it has specifically waived under the terms of the Contract Documents. In the event that the Contractor's or its Subcontractor's claims, or any separate item of a claim, is without substantial justification, the Contractor shall reimburse the Owner or Design Consultant for all costs and expenses associated with defending such claim or separate item, including but not limited to, attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction

management expenses, or services and any other consultant costs.

- 6.7.2 If the Contractor breaches any obligation under the Contract Documents, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by the Owner relating to such breach, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.
- 6.7.3 If the Owner or Design Consultant prevails in a claim brought against the Contractor, including but not limited to, claims for fraud or misrepresentation, overpayment, defective work, delay damages, and recovery of termination expenses, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by them relating to such claim, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

END OF ARTICLE 6

ARTICLE 7

TIME

7.1 DEFINITIONS

- 7.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work, as defined in Subparagraph 7.1.3 and 7.1.4, including any allowances and alternates. The Contractor shall complete its Work within Contract Time, unless the Contract Time is modified.
- 7.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not commence Work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent.

7.2 DELAYS AND EXTENSIONS OF TIME

- 7.2.1 The time during which the Contractor or any of its subcontractors delayed in the performance of the Work by the acts or omissions of the Owner, Design Consultant or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's or its subcontractors' control and which the Contractor or its subcontractors could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Owner-Contractor Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in strict compliance with the requirements of this Article and other provisions of the Contract Documents.
- 7.2.1.1 For excessive inclement weather; however, the Contract Time will not be extended due to reasonably anticipated inclement weather or for delays in the aftermath of inclement weather, reasonably anticipated or excessive. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which may not be available for construction out-of-doors; for the purposes of this Contract, the Contractor agrees that the number of calendar days per month stated below are to be considered reasonably anticipated inclement weather and planned for in the construction schedule per section 01311. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than the reasonably anticipated inclement weather considering the time from the notice-to-proceed until the building is enclosed using data from the National Weather Service Station at RDU Airport, North Carolina or a weather station acceptable to the Owner and that such alleged greater than reasonably anticipated inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract Time, the Contractor shall not be entitled to an extension of time.

For the purpose of this contract, the Contractor agrees to anticipate and plan for inclement weather for the number of calendar days in accordance with the following table:

Planned Days/Month

Jan	7	May	7	Sep	5
Feb	6	Jun	6	Oct	5
Mar	7	Jul	8	Nov	5
Apr	6	Aug	6	Dec	6

Also, the Contractor agrees that the calculation of the number of excessive inclement weather days shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded .10 inch, or in which the highest temperature was 32 degrees F. or less as recorded at the approved weather station. Rain days from hurricanes not causing damage in Wake County shall be deemed inclement weather days.

If the total accumulated number of calendar days lost to excessive inclement weather, from the notice-to-proceed until the building is enclosed, exceeds the total accumulated number to be reasonably anticipated for the same period for all relevant months from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to excessive inclement weather occurring after the building is enclosed or for contracts that do not include work out of doors that is not on the critical path. For the purpose of this Contract, the term "enclosed" is defined to mean when the building is sufficiently roofed and sealed, either temporarily or permanently, to permit the structure to be heated and the plastering and dry-wall trades to work. The Design Consultant shall determine when the structure is "enclosed". Upon the request of either party, the Design Consultant shall issue a letter certifying to the Owner, with a copy to the Contractor, stating the date the building became enclosed. No change in Contract Sum will be authorized because of adjustment of Contract time due to excessive inclement weather.

- 7.2.2 Should a time extension be granted for Substantial Completion the date for Final Completion shall be appropriately adjusted unless specifically stated otherwise.
- 7.2.3 Neither the Owner nor the Design Consultant shall be obligated or liable to the Contractor or its Subcontractors for, and the Contractor hereby expressly waives any claims against the Owner and the Design Consultant on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, its Subcontractors, or Sub-subcontractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by Contractor, and it is understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time in accordance with the Contract Documents, unless the delays, interferences, changes in sequence or the like arise solely from or out of any act or omission of the Owner or the Design Consultant, or their agents, employees, consultants or independent. The Contractor shall not be entitled to any damages or extensions of time pursuant to this section for concurrent delays for which the Contractor is at least partially responsible.
- 7.2.4 Subject to other provisions of the Contract Documents, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, its Subcontractors or suppliers, unless caused solely by the Owner or Design Consultant
- 7.2.5 The Contractor and its subcontractors shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the Owner within ten (10) days of the first instance of delay.

END OF ARTICLE 7

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 SCHEDULE OF VALUES

- 8.1.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work.

8.2 APPLICATIONS FOR PAYMENT

- 8.2.1 Prior to the date for each progress payment established in the Owner-Contractor Agreement, the Contractor, shall submit to the Owner an itemized Application for Payment including a completed Contractor's Sales Tax Report (attached hereto as Appendix A) for all items provided by the Contractor or any Subcontractors included in the application. The Contractor shall also certify that it has paid all due and payable amounts for which previous certificates for payment were issued and payments received from the Owner and that the work for which payment is requested has been completed.
- 8.2.2 The Owner will retain funds from each progress payment to the maximum extent allowed by N.C. General Statute 143-134.1 until the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. If a reduction in retainage has been made or the Owner stops withholding retainage for any reason, the Owner may increase or commence the retainage as authorized by N.C. Gen. Stat. 143-134.1.
- 8.2.3 Owner will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site without the Owner's written permission.
- 8.2.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens".
- 8.2.5 All invoices shall show the following:
1. Total amount of contract
 2. Amount of change orders
 3. Total value of completed work
 4. Amount retained by Owner
 5. Amount due Contractor

8.3 CERTIFICATES FOR PAYMENT

- 8.3.1 By signing a Certificate for Payment, the Design Consultant shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

8.4 PROGRESS PAYMENTS

- 8.4.1 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner.
- 8.4.2 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

8.4.3 The Contractor shall not submit more than one pay application during any 30-day period.

8.5 PAYMENTS WITHHELD

8.5.1 The Design Consultant may decline to certify payment and may withhold their Certificate in whole or in part, to the extent the Design Consultant deems necessary to reasonably protect the Owner from loss associated with unsatisfactory job progress, defective construction, disputed work, claims or any other similar issue. The Design Consultant may also decline to certify payment if the Contractor fails to provide Subcontractor information regarding the use of HUBs and/or sexual registry checks. If the Design Consultant is unable to make representations to the Owner and to certify payment in the amount of the Application, it will notify the Contractor as provided herein. The Design Consultant may also decline to certify payment because of subsequently discovered evidence or subsequent observations that may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the Owner from loss.

8.6 FAILURE OF PAYMENT

8.6.1 Payments due and unpaid under the Contract Documents shall not bear interest.

8.7 SUBSTANTIAL COMPLETION

8.7.1 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Design Consultant and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. The Contractor acknowledges and agrees that intercom, telephone, data, security cameras, security card readers and security motion detection systems, Building Automation System including functional Graphics at the site, and other educational operational systems are required for the Owner's use of the building for its intended purpose. Network cabling, termination, labeling and testing must be complete 30 days prior to substantial completion for Owner testing and installation of Owner supplied equipment. Only incidental corrective work and any final cleaning beyond that needed for Owner's full use may remain for Final Completion. The Contractor shall be solely responsible for the cost to repair or replace any work damaged or destroyed prior to the Date of Substantial Completion.

8.7.2 When the Design Consultant and the Owner on the basis of an inspection jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. 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 Contractor shall provide operation & maintenance manuals, and operation training to the Owner as required by the Contract Documents prior to Substantial Completion. The Owner's occupancy of incomplete work shall not alter the Contractor's responsibilities pursuant to this section.

8.7.3 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor and its Subcontractors except those previously made in writing and identified by the Contractor as unsettled at the time the Contractor submits the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance. The Contractor shall indemnify and hold the Owner harmless against any claims by its Subcontractors that are waived because they were not made in writing and identified by the Contractor as unsettled when the Contractor submitted the Application for Payment for Substantial Completion.

8.7.4 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the Owner, and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.

8.7.5 There will be two inspections by the Design Consultant at Substantial Completion:

1. To generate a list of items to be completed or corrected before Owner takes possession of the Work.
2. To check that the list of items has been completed before issuing Final Payment.

Any additional inspections by the Design Consultant requested by Contractor to complete the Punch List shall result in money being withheld from the Final Payment to cover the cost of these additional inspections.

8.8 FINAL COMPLETION AND FINAL PAYMENT

8.8.1 The date of Final Completion of the work is the date certified by the Design Consultant and the Owner when the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the work for the use for which it is intended. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute Final Completion.

8.8.1.1 When the Design Consultant and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, they will approve a final Certificate of Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the 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, except for an amount mutually agreed upon for any work remaining incomplete or uncorrected for which the Owner is entitled a credit under the Contract Documents. If the Design Consultant and the Owner find the Work to be incomplete or unacceptable, the costs of reinspections shall be paid by the Contractor.

8.8.2 Final Payment shall not become due until the Contractor provides to the Design Consultant and Owner: three (3) electronic copies of any of the following required (hard copies may be requested):

1. Final Change Order
2. Final Application for Payment
3. Consent of Surety to Final Payment - AIA G707(if applicable)
4. Contractor's Affidavit of Release of Liens - AIA G706A
5. Contractor's Affidavit of Payment of Debts and Claims - AIA G706;
6. Certificate of Occupancy (if applicable)
7. Contractor's Warranty, notarized
8. Warranty Summary Sheet with Original Warranties (if not included in O & M Manuals)
9. Certification Letter from Contractor that no Asbestos-Containing Materials were used on the project
10. Final List of Subcontractors (name, address, phone, email, fax nos.)
11. Record Drawings (As-Built) - 1 set
12. Operation and Maintenance Manuals - 3 sets
13. Other project close-out submittals, as required by the Contract Documents.

8.8.3 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner:

1. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied;
2. if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner; and
3. As-built drawings, and other project closeout submittals, as required by the Owner.

8.8.4 The making of final payment shall constitute a waiver of all claims by the Owner against the Contractor except those arising from:

1. unsettled liens, and claims against the Owner or the Design Consultant, or their employees, agents, or representatives,

2. faulty, defective or non-conforming Work discovered or appearing after Substantial or Final Completion,
3. failure of the Work to comply with the requirements of the Contract Documents,
4. terms of any warranties contained in or required by the Contract Documents,
5. damages incurred by the Owner resulting from lawsuits brought against the Owner, the Design Consultant, or their agents, employees or representatives because of failures or actions on the part of the Contractor, its Subcontractors, Sub-subcontractors, or any of their employees, agents or representatives, or
6. fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of work but discovered by Owner after Final Payment.

8.8.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

8.9 LIQUIDATED DAMAGES

8.9.1 Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), it shall pay the Owner, as Substantial Completion liquidated damages the daily amount stated in the Supplementary Conditions for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

8.9.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Contractor shall pay or Owner will retain the daily amount stated in the Supplementary Conditions as Final Completion Liquidated Damages from the compensation otherwise to be paid to the Contractor. This amount is the minimum measure of damages the Owner will sustain due to the delay in the completion of all remedial work, the delay in the correction of the deficient work, the disruption to the school and the learning environment, the cost of contract management time and resources, administration time, and the inability to use the facilities fully. This amount is in addition to the liquidated damages prescribed above for Substantial Completion.

8.9.3 The amount of liquidated damages set forth in the corresponding Supplementary Conditions shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined above. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

8.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

8.10.1 Should the Project, or any portion thereof, be incomplete for Substantial or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Project, nor shall the Contractor interfere in any way with said normal full use of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Project, nor shall the Contractor be relieved of any responsibilities of the Contract including the required times of completion and property insurance coverage, unless specifically altered by the Owner in writing. Such occupancy by the Owner shall not, in itself, constitute Substantial or Final Completion.

END OF ARTICLE 8

ARTICLE 9

INSURANCE AND BONDS

9.1.1 CONTRACTOR'S INSURANCE AND BONDS

The Contractor shall purchase and maintain in companies properly licensed by the Insurance Department of the State of North Carolina and acceptable to the Owner such insurance as will protect it, the Owner, and the Owner's agents, representatives, and employees from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include:

9.1.1.1 Worker's Compensation including Occupational Disease and Employer's Liability Insurance

1. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws
2. Employer's Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

9.1.1.2 Commercial General Liability (Occurrence Form) - The Contractor shall provide during the life of this Contract such Commercial General Liability (Occurrence Form) Insurance as shall protect Contractor and any Subcontractor performing work under this Contract from claims for damages for Bodily Injury including accidental death, as well as from claims for Property Damage which may arise from operations under this Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. This insurance shall be on the Standard Insurance Services Office, Inc. (ISO) Commercial Liability Occurrence Form. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:

\$2,000,000	General Aggregate (except Products - Completed Operations) Limit
\$2,000,000	Products - Completed Operations Aggregate Limit
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Each Occurrence Limit

9.1.1.3 Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting, where necessary.

9.1.1.4 Completed Operations Liability: Continuous coverage in force for six years after completion of Work.

9.1.1.5 Commercial Automobile Insurance, including coverage for owned, non-owned and hired vehicles - with limits not less than a Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000.

9.1.1.6 Umbrella Liability Insurance: Policy to 'pay on behalf of the Insured' with Limits of Liability of \$1,000,000. Umbrella coverage shall apply at a minimum to the underlying coverage for Employer's Liability, Business Auto Liability, and Commercial General Liability.

9.1.1.7 Contractor's Pollution Liability:

Contractor shall obtain and maintain in effect during the term of this Agreement a policy of pollution liability including mold as applicable to the specific project in the minimum amount of \$1,000,000 each claim, \$2,000,000 policy aggregate. This coverage may be placed via combined Contractor's Professional and Pollution Liability policy, separate Contractor's Pollution Liability policy or by use of the Limited Jobsite Pollution Liability endorsement to the Commercial General Liability policy. Continuous coverage shall be maintained in force for a period of six (6) years following the date of Final Completion of the Work. Contractor is responsible for any applicable deductible. Pollution liability insurance is not required for modular/mobile projects.

9.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled

until at least thirty (30) days prior written notice has been given to the Owner. Failure to provide such notice shall not limit the liability of the Insurer, its agents or representatives.

- 9.3 All insurance policies required in this Article, except Worker's Compensation and Commercial Automobile, shall name the Owner as additional named insured for the insurance.
- 9.4 Contractor shall not commence work under this Contract until it has obtained all the insurance and bonds required under Article 9 of this Contract and until such insurance and bonds have been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Contractor hereunder.
- 9.5 The Commercial General Liability and Workers Compensation Policies provided by Contractor shall have endorsements waiving subrogation against Owner.

9.6 PROPERTY INSURANCE

Contractor shall provide the following property insurance through at least Substantial Completion of the Project:

- 9.6.1 Unless stated otherwise in the Supplemental Conditions, Contractor shall purchase and at all times maintain such insurance as will protect Contractor, Owner, Subcontractors and Sub-subcontractors from loss or damage to Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished work until Final Completion. This insurance shall be in the form of 'Builder's Risk Covered Cause of Loss Form' to include, but not limited to, theft, collapse, earth movement and flood. Any deductible provision in such insurance shall not exceed \$5,000.00. Notwithstanding any such deductible provision, Contractor shall remain solely liable for the full amount of any item covered by such insurance.
- 9.6.2 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor, and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.
- 9.7 Owner shall be under no obligation to review any Certificates of Insurance provided by Contractor, or to check or verify Contractor's compliance with any and all requirements regarding insurance imposed by the Contract Documents. Contractor is fully liable for the amounts and types of insurance required herein and is not excused should any policy or certificate of insurance provided by Contractor not comply with any and all requirement regarding insurance imposed by the Contract Documents.
- 9..8 All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or a similar rating company with a minimum of an "A-" rating.

9.9 PERFORMANCE AND PAYMENT BONDS

"If required by law, or in the Supplemental Conditions or the Contract Documents, Contractor must provide performance and payment bonds each in the amount of the Contract Sum. Such bonds shall be on forms acceptable to Owner and issued by surety companies licensed to do business in North Carolina and having a rating of at least AM Best "A" rating. Contractor may, at its option, make deposit in the form of certified check with Owner in lieu of the performance and payment bonds in an amount equal to the Contract Sum for each such bond, for a total of 200% of the Contract Sum." Owner requires separate performance and payment bonds in the total amount of the Contract for Contract amounts in excess of \$300,000.

- 9.10 Risk of Loss: Contractor shall bear the risk of loss in the event that any of the Work is stolen, lost, damaged or destroyed prior to the Final Completion of the Work, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner. If any of the Work is stolen, lost, damaged, or destroyed prior to Final Completion, the issuance of a final Certificate of Occupancy, and acceptance of the Work by the Owner, due to any reason except

the intentional or reckless acts of Owner or Owner's authorized agents, Contractor shall bear the full cost of repairing or replacing all such Work, including all equipment and materials. Contractor should purchase its own insurance to cover this risk if required by the Contract Documents or otherwise if the Contractor so chooses.

END OF ARTICLE 9

ARTICLE 10

CHANGES IN THE WORK

10.1 CHANGE ORDERS/CONSTRUCTION CHANGE DIRECTIVE

10.1.1 The Owner may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract.

10.1.2 A Change Order is a document executed pursuant to this Article when the Owner and Contractor agree to Changes in the Work, the Contract Sum, the Contract Time and any other change in the Contract by written agreement signed by Owner, Contractor and Design Consultant designated or indicated to be a Change Order. If the Contractor, subsequent to the issuance of a Construction Change Directive, agrees to its terms including any applicable adjustment to the Contract Sum and Contract Time, Contractor shall sign it and it shall become a Change Order.

10.1.3 A Construction Change Directive is a written order prepared by the Design Consultant and signed by the Owner and Design Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.

10.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.

10.2.1 If the Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

If the Owner elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum Proposal which shall be submitted by the Contractor to the Owner within ten (10) days of the Contractor's receipt of a request therefore (but the Owner's request for a lump sum Proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's Proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor or material total will be acceptable) and shall be accompanied by signed Proposals of any Subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The Proposal shall also include the Contractor's estimate of the time required to perform said changes. The Contractor shall provide any documentation that may be requested by the Owner or Design Consultant to support the change proposal, including but not limited to payroll records, insurance rates, material quotes, and rental quotes. The Change Proposal Forms attached as Appendix B shall be used to submit change proposals on the Project.

The portion of the Proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime time, if overtime is anticipated, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen). Payroll costs are limited to 39% of the net pay of the worker.

The portion of the Proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published rates), plus up to six percent (6%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. The Contractor shall provide an itemized breakdown of all transportation and shipping costs, including receipts documenting the expenses. Notwithstanding the above, overhead and profit shall not be applied to any sales tax paid for any purpose or to any transportation or shipping costs incurred by the Contractor or any subcontractor. If any of the items included in the lump sum Proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum Proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

The lump sum Proposal may include up to six percent (6%) of the amount which the Contractor will pay to any of its Subcontractors for Changes in the Work as overhead and profit for the Contractor. The Contractor shall not be reimbursed for the costs of the Subcontractors' Payment and Performance Bonds, as such bonding is not required by the Owner.

- 10.2.2 In the event that (1) the parties are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's Proposal and the Owner does not elect to have the Change in the Work performed on a time and material basis, (2) the Contractor fails to submit its Proposal within the designated period, or (3) the Work needs to begin immediately, the Owner may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based upon its own estimates, the Contractor's submission or a combination thereof. A Construction Change Directive shall be issued in this case for the amounts of cost and time determined by the Owner and shall become final and binding upon the Contractor, subject to Contractor's right to dispute such action in accordance with Paragraph 10.9. Owner has the right to direct by Construction Change Directive a Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of the performing the Construction Change Directive, shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.
- 10.2.2.1 The Owner reserves the right to reject the Contractor's Proposal for a Change in the Work and to elect to perform said Work using a Separate Contractor. Under such circumstances, all provisions of Article 6 shall be in force.
- 10.2.3 If the Owner elects to have the Change in the Work performed on a time and material basis or on a time and material basis with a not to exceed amount, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit (except that said fifteen percent (15%) shall not be applied against any payroll costs, as set forth in Paragraph 10.2.1.). If the Owner and Contractor agree upon a not to exceed amount, it shall be clearly identified in the Change Order or change proposal form and shall be the maximum amount paid by the Owner for the identified work. The Contractor shall submit to the Owner daily time and material tickets, on a daily basis to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any Claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

- 10.2.3.1 The Contractor may only bill for all or a portion of work performed on a time and material basis if the work has been completed, accepted and properly documented to the Owner and Design Consultant's satisfaction.
- 10.2.4 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically provided in Section 10.2. Overhead and profit, as allowed under Section 10.2, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to Section 10.2.
- 10.3 CONTRACTOR NOTICE OF CHANGE
- 10.3.1 If the Contractor or any of its Subcontractors asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's or its Subcontractors' cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the Contractor shall, within ten (10) days of such event, give the Owner written notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.
- 10.3.2 If the Contractor intends to assert a claim under this Article, it must, within ten (10) days after receipt of a written Change Directive under Subparagraph 10.2.1 above or the furnishing of a written notice under Subparagraph 10.3.1, submit to the Owner a written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under Subparagraph 10.3.1 above. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any. The Contractor and its subcontractors shall not be entitled to reimbursement for any claims that are not filed in strict conformance with this Article. The Contractor shall indemnify and hold the Owner harmless against any claims by Subcontractors that are waived because they are not filed in strict conformance with this Article.
- 10.3.3 If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the Owner shall make a unilateral determination as described in Article 10.2.2. The Contractor shall proceed pursuant to the provisions of that Article.
- 10.4 GENERAL PROVISIONS RELATED TO CHANGES
- 10.4.1 The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 10, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Article 10, unless the delay is caused solely by the Owner or its agent. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. The phrase "Owner or its agent" as used in this Agreement, does not include the Prime Contractors or their Subcontractors.
- 10.4.2 No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change or commencement of the change by the Contractor.
- 10.5 CHANGES REQUIRING A DECREASE IN CONTRACT SUM
- 10.5.1 If the Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days of the Owner's request and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices

stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner in its reasonable judgment, plus fifteen percent (15%) thereof as overhead and profit.

10.6 DISPUTES REGARDING CHANGES

10.6.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

10.7 MINOR CHANGES IN THE WORK

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

10.7.2 The Contractor shall not perform any changes in the Work unless authorized in writing by the Design Consultant or Owner.

10.8 DIFFERING SITE CONDITIONS

10.8.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, it shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner and the Design Consultant shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the drawings or indicated in the specifications, they shall at once make such changes in the drawings and/or specifications as they may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner nor the Design Consultant shall be liable or responsible for additional work, costs or changes to the work due to material differences between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review.

10.9 CLAIMS AND DISPUTE RESOLUTION

10.9.1 Definition A Claim is a demand or assertion by the Contractor 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 from the Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the Contractor.

10.9.2 Time Limits on Claims. Claims by Contractor must be initiated within 10 days 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, but in no event subsequent to the Contractor's final payment application. Claims must be initiated by written notice to the Design Consultant (if there is one) and the other party.

10.9.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as otherwise provided in the Contract Documents, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

- 10.9.4 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 when the giving of such notice would increase the risk of injury or damage to persons or property.
- 10.9.5 Claims for Additional Time. If the Contractor wishes to make Claim for an extension of the dates set for Substantial or Final Completion, 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. Contractor bears the burden of proving it is entitled to an extension of time. Unless Contractor meets this burden, Liquidated Damages shall be assessed automatically.
- 10.9.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the relevant period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- 10.9.7 Resolution of Claims and Disputes. Claims, including those alleging an error or omission by the Design Consultant, shall be referred initially to the Design Consultant for decision, if there is a Design Consultant with Contract Administration duties which include Claims resolution; otherwise, such Claims by Contractor shall initially be referred to the Owner. An initial decision by such Design Consultant (or Owner as applicable) shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Consultant (or Owner as applicable) with no decision having been rendered. The Design Consultant (or Owner as applicable) will not decide disputes between the Contractor and persons or entities other than the Owner.
- 10.9.8 The Design Consultant (or Owner as applicable) will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Design Consultant is unable to resolve the Claim if the Design Consultant lacks sufficient information to evaluate the merits of the Claim or if the Design Consultant concludes that, in the Design Consultant's sole discretion, it would be inappropriate for the Design Consultant to resolve the Claim.
- 10.9.9 Upon receipt of the response or supporting data, if any, the Design Consultant (or Owner as applicable) will either reject or approve the Claim in whole or in part.
- 10.9.10 The Design Consultant (or Owner as applicable) will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties or any change in the Contract Sum or Contract Time, or both. The approval or rejection of a Claim by the Design Consultant (or Owner as applicable) shall be final and binding on the parties but subject to mediation and litigation.
- 10.9.11 When a written decision of the Design Consultant (or Owner as applicable) states that (1) the decision is final but subject to mediation and litigation and (2) a demand for mediation of a Claim (if required by Owner's Dispute Resolution Procedures) or the commencement of a lawsuit (if mediation is not required as a pre-condition to litigation in Owner's Dispute Resolution Procedures) covered by such decision must be made or done within 30 days after the date on which the party making the demand (or filing the lawsuit) receives the final written decision, then failure to demand mediation in writing (if required) or file the lawsuit within said 30 days' period shall result in the Design Consultant's (or Owner's as applicable) decision becoming final and binding upon the Owner and Contractor. If the Design Consultant (or Owner as applicable) renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.
- 10.9.12 In the event of a dispute, the Owner, Contractor, and other parties involved in the Project shall utilize the Dispute Resolution Procedures adopted in Policy 7261 by Owner pursuant to N.C.G.S. §143-128(g), if applicable. Owner's Dispute Resolution Procedures are as follows:

These Procedures are applicable to the resolution of disputes with amounts in controversy in excess of \$15,000.00 arising between or among any parties involved in Owner's construction and repair Projects, including

the Design Consultant and the Contractors, and the first and lower tier subcontractors, on Claims arising out of the contract or construction process. In no event shall the Owner be subject to arbitration proceedings pursuant to these Procedures. Unless otherwise specified in these Procedures, if there is any conflict between these Procedures and the other provisions of the Contract Documents, the terms of these Procedures control.

Any Claim as defined in the Contract Documents or any dispute between parties to a construction contract involving the Project, other than the Owner's claims, except those Claims which are waived shall be subject to nonbinding mediation as a condition precedent to the institution of legal proceedings by any party, except that any party may institute legal proceedings in order to meet any applicable statute of limitations or similar deadlines prior to engaging in nonbinding mediation.

The parties shall endeavor to resolve their claims by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be in accordance with rules established by Owner if Owner is a party to the mediation. If Owner is not a party to the mediation, the mediation shall be conducted in accordance with rules established by the parties to the mediation. The parties to the mediation shall share the cost of mediation equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 10.9.13 All suits in law or equity between the Owner and the Contractor arising out of the Contract shall be heard in the appropriate court of justice in the county where the Project is located.

END OF ARTICLE 10

ARTICLE 11

CORRECTION OF WORK

11.1 CORRECTION OF WORK

- 11.1.1 The Contractor shall promptly reconstruct, replace or correct all Work rejected by the Design Consultant as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Design Consultant's and the Owner's additional construction management services made necessary thereby.
- 11.1.2 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, it shall correct such work in place at its own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.
- 11.1.3 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by separate contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or (2) terminate this Contract for default as provided in Paragraph 12.3. If the Contractor does not pay the cost of such replacement or correction and the removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for additional services of the Design Consultant and the Owner made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- 11.1.4 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or

damaged by such correction or removal.

- 11.1.5 Nothing contained in this Paragraph 11.1 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which its 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 its obligations other than specifically to correct the Work.

END OF ARTICLE 11

ARTICLE 12

TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONTRACTOR

- 12.1.1 If the Work is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Design Consultant, terminate the Contract and recover from the Owner payment on a quantum merit basis, for all Work executed. The Contractor shall not be entitled to collect and hereby expressly waives, any profit on work not performed or any damages related to that portion of the Contract, which has been terminated.

12.2 TERMINATION FOR CONVENIENCE OF THE OWNER

- 12.2.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 12.4. Contractor shall include termination clauses identical to Article 12 in each of its Subcontracts.

12.3 DEFAULT TERMINATION

- 12.3.1 Subject to the provisions of Paragraph 2.3.1, ten (10) days after written notice is mailed to the Contractor, the Owner may terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and its right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by contract or otherwise in any one of the following circumstances:

1. if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work or remedy a default within said period;
2. if the Contractor is in material default in carrying out any provisions of the Contract for a cause within its control;
3. if the Contractor fails to supply a sufficient number of properly skilled workmen or proper equipment or materials;
4. if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, unless it otherwise provides the Owner satisfactory evidence that payment is not legally due;
5. if the Contractor disregards laws, permits, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;

6. if the Contractor substantially violates any provisions of the Contract Documents; or
7. if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.

12.3.2 If, after the Contractor has been terminated for default pursuant to Paragraph 12.3, it is determined that none of the circumstances set forth in Subparagraph 12.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 12.2. In such case, the Contractor's sole remedy will be the costs permitted by Article 12.4.

12.3.3 If the Owner so terminates the employment of the Contractor, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation is to be paid to the Contractor hereunder shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative, consultant and inspection services and any damages for delay) such excess shall be paid to the Contractor.

12.3.4 If such expenses shall exceed the unpaid balance, the Contractor shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the Work is partially or fully terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the Work and necessary for the completion of the Work. If the Owner does not fully terminate the right of the Contractor to proceed, the Contractor shall continue to perform the part of the work that is not terminated.

12.4 ALLOWABLE TERMINATION COSTS

12.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, then the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Subparagraph 12.4.2, plus a markup of ten percent for profit and overhead on the actual fully accounted costs recovered under 12.4.2; provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

12.4.1.1 After receipt of a Notice of Termination, the Contractor shall submit to the Owner its termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such three (3) month period or authorized extension thereof. However, if the Owner determines that the facts justify such action, it may receive and evaluate any such termination claim at any time after such three (3) month period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination.

12.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, the Owner shall pay the Contractor the amounts determined by the Owner as follows:

1. an amount for supplies, services, or property accepted by the Owner pursuant to Clause 12.5.1.6 or sold or acquired pursuant to Clause 12.5.1.7 and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and
2. the total of:
 - (1) the cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses 12.4.2.1 or 12.4.2.2.(2);

- (2) the cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, pursuant to Clause 12.5.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination), which amounts shall be included in the costs payable under (1) above; and
 - (3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Work and for the termination and settlement of Subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the Contract.
3. Provided, however, that neither the Owner nor the Design Consultant will be liable for payments to Subcontractors pursuant to Article 12.4.2.2 unless each subcontract contains termination provisions identical to those set forth in Article 12. The Owner and the Design Consultant will not be liable to the Contractor for any costs associated with termination if the subcontract of the party involved does not include the proper termination clauses.

12.4.3 In arriving at any amount due the Contractor pursuant to Paragraph 12.4, there shall be deducted the following:

1. all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;
2. any claim which the Owner may have against the Contractor;
3. such amount as the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
4. the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Clause 12.5.1.7, and not otherwise recovered by or credited to the Owner.

12.4.4 The total sum to be paid to the Contractor under Paragraph 12.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Subparagraph 12.4.2, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Clause 12.5.1.7.

12.4.5 If the Owner terminates the whole or any part of the Work pursuant to Paragraph 12.3, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

12.5 GENERAL TERMINATION PROVISIONS

12.5.1 After receipt of a notice of termination from the Owner, pursuant to Paragraph 12.2 or 12.3, and except as otherwise directed by the Owner, the Contractor shall:

1. stop Work under the Contract on the date and to the extent specified in the notice of termination;
2. place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
4. at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the contracts so terminated, in which case the Owner shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts,

with the approval or ratification of the Owner, to the extent it may require, which approval or ratification shall be final for all the purposes of this Article;

6. transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent directed by the Owner to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated, the following:
 - (1) the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the notice of termination; and
 - (2) the completed or partially completed plans, drawings, information, releases, manuals and other property related to the Work and which, if the Contract had been completed, would have been required to be furnished to the Owner;
7. use its best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Clause 12.5.1.6; provided, however, that the Contractor:
 - (1) shall not be required to extend credit to any buyer, and
 - (2) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under the Contract or shall otherwise be credited to the Contract Sum covered by the Contract or paid in such other manner as the Owner may direct;
8. complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
9. take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the Contract, which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

12.5.2 The Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under the Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or, to the extent approved by the Owner, photographs, micro-photographs or other authentic reproductions thereof.

12.5.3 If the termination, pursuant to Paragraph 12.2, be partial, the Contractor may file with the Owner a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Subparagraph must be asserted within six (6) months from the effective date of the notice of termination.

12.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 12.4.

12.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 12.

END OF ARTICLE 12

END OF GENERAL CONDITIONS

OWNER
CONTRACTOR
ADDRESS

**PROJECT
PERIOD FROM
PERIOD TO**

Pay App #	Tax Paid To	Material Purchased and Taxable Labor ¹	Address	Invoice Number	Date	Invoice Amount	Taxable Amount	NC Tax	County Tax	Total Tax Rate	County Name
						0.00	0.00	0.00	0.00		

Total for 6.75% Rate:	0.00 ²	Total for 7.25% Rate:	0.00	0.00
Total for 7.00% Rate:	0.00	Total for 7.50% Rate:	0.00	

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

Sworn to and subscribed before me,

This the _____ day of _____, 20_____

Seal

Notary Public

My Commission Expires: _____

Signed

Print Name _____

Title

CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate

Project: _____
Contract: _____
Contractor: _____

Proposal #: _____
Project #: _____
Contractor #: _____

Description of change: _____

Materials & Labor

Estimated cost of labor & materials including shipping, overtime, payroll taxes and insurance, and overhead and profit.
 Maintain accurate records for billing purposes.

SUBTOTALS

Unit Price Work

Estimated quantity of units required less allowance units not used, times the established unit cost.
 Maintain accurate records for billing purposes. Third party records may be required.

Equipment Rental

Estimated cost of equipment rental including shipping, taxes and overhead and profit.
 Maintain accurate records for billing purposes.

Subcontractors

Estimated cost of subcontracts including all subcontractor expenses.
 Maintain accurate records for billing purposes.

Subtotal of Proposal

*** TOTAL NOT TO EXCEED CHANGE PROPOSAL ESTIMATE**

Time Extension Requests: _____ day(s) Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for an amount that shall not exceed the amount stated above and in accordance with the Contract documents if the work is authorized by the Owner. If the price to perform the work is expected to exceed the above stated amount, a new change proposal form for the additional work is required.

* Actual amount paid will be based on actual documented expenses.

Contractor's Signature: _____

Date: _____

Approval Recommended by Design Consultant: _____

Date: _____

Owner's Representative Approval: _____


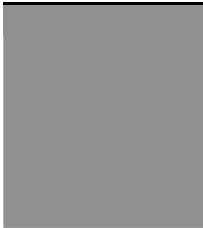


Date: _____

CHANGE PROPOSAL FORM

Project: _____
Contract: _____
Contractor: _____

Proposal #: _____
Project #: _____
Contractor #: _____

Description of change: _____

Materials (Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh, Total \$)		SUBTOTALS
1 Total Direct Cost of Materials	_____	
2 Overhead & Profit on Item 1. (15% maximum, includes small tools & consumables)	_____	
3 Sales Tax	_____	
4 Shipping & Transportation	_____	
Labor		
5 Total Manhours: _____ MH @ _____ /hr.	_____	
6 Overhead & Profit on Item 5. (15% maximum on straight labor cost, not premium portion) (O & P includes supervisor's time)	_____	
7 Payroll Taxes & Insurance _____ %	_____	
Equipment Rental (Include quotes)		
8 Equipment Rental	_____	
9 Overhead & Profit on Item 8 (6% maximum).	_____	
Subcontractors (Include quotes with material & equipment backup)	_____	
10 Subcontractors	_____	
11 Overhead & Profit on Item 10 (6% maximum).	_____	

Subtotal of Proposal _____

TOTAL OF CHANGE PROPOSAL _____

Time Extension Requests: _____ day(s) Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____

Date: _____

Approval Recommended by Design Consultant: _____

Date: _____

Owner's Representative Approval: _____

Date: _____

SECTION SC 300K to 2M

SUPPLEMENTAL CONDITIONS

GENERAL CONDITIONS

Document GC, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplemental Conditions. The General Conditions and the Supplemental Conditions are applicable to all of the Work under this contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplemental Conditions, the Supplemental Conditions shall control.

ARTICLE 1 - CONTRACT DOCUMENTS

ADD THE FOLLOWING TO 1.1.4.1:

- 1.1.4.1 The requirement to provide one set of drawings and specifications for free as noted in Section 1.1.4. is revised as follows:

The Contractor will be furnished with the electronic copies of the drawings and the specifications in pdf format. There will not be any distribution of hard copies of the plan sets.

The Contractor shall be responsible for downloading and printing the Permit Set.

ARTICLE 7 – TIME

ADD THE FOLLOWING AS A NEW SECOND SENTENCE TO PARAGRAPH 7.2.1:

The Contractor acknowledges that the coronavirus (COVID-19) pandemic has impacted businesses across the country.

ARTICLE 8 – PAYMENTS AND COMPLETION

ADD THE FOLLOWING TO PARAGRAPH 8.9:

- 8.9.1 Substantial Completion Liquidated Damages shall be the sum of **Five Hundred Dollars (\$500.00)** per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.1 of the General Conditions.

- 8.9.2 Final Completion Liquidated Damages shall be the sum of **Two Hundred Fifty Dollars (\$250.00)** per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.2 of the General Conditions.

ADD THE FOLLOWING PARAGRAPH 8.11:

- 8.11.1 The schedule below contains certain specific dates in addition to date of Notice to Proceed and Time for Completion. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under Paragraph 7.2 DELAYS AND EXTENSIONS OF TIME.

Notice of Intent to Award:	February 2, 2024
Contractor Due Date to Return Documentation to WCPSS:	14 calendar days from GC's receipt of Contract.
Notice to Proceed:	April 22, 2024
Substantial Completion:	July 5, 2024
Final Completion:	July 26, 2024

- 8.11.2 The Owner reserves the right to withhold the issuance of Notice to Proceed by up to forty-five (45) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The contractor shall not be entitled to additional compensation if the owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

ARTICLE 10 – CHANGES IN WORK

ADD THE FOLLOWING NEW PARAGRAPH 10.9.14:

- 10.9.14 Additional services and dispute resolution services by the Design Consultant shall be paid by the Contractor at the rate of two hundred dollars (\$200.00) per hour.

END OF SUPPLEMENTAL CONDITIONS

WAKE COUNTY BOARD OF EDUCATION POLICIES

Included in FD&C update 11-2-2020

Applicable Wake County Board of Education Policies. Provider acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS's Provider related policies can be viewed at <https://www.wcpss.net/Page/45862> and are incorporated into this Contract by reference.

SCHEDULE OF DRAWINGS

T100 CODE SUMMARY

A100 DEMOLITION FLOOR PLANS
A200 RENOVATION FLOOR PLAN
A210 GAME LINES FLOOR PLAN
A300 ELEVATIONS AND ENLARGED PLAN
A400 SECTIONS AND DETAILS

END OF SCHEDULE OF DRAWINGS

SECTION 010100 - SUMMARY OF WORK

PART 1 - GENERAL

SUMMARY

The owner is: Wake County Public School System, 1551 Rock Quarry Road, Raleigh, North Carolina.

Section Includes:

- Project description.
- Applicable regulatory requirements.
- Permits and Fees.
- Access to the site and use of the premises.
- Pre-construction meeting.
- Security Procedures.
- Coordination Requirements.

PROJECT DESCRIPTION

The project consists of the replacement of the wood athletic floor system and the power operated telescoping bleachers located at the main gymnasium of **Sanderson High School, 5500 Dixon Drive, Raleigh, NC** and painting of selected existing hollow metal doors and frames, painting indicated existing masonry and GWB walls.

Contract documents prepared by Gürel Architecture, Inc., dated: **January 7, 2024.**

The work includes:

The complete removal of athletic wood flooring including wall base and indicated thresholds and the installation of athletic wood flooring system including vent cove base and metal thresholds as indicated on the drawings. Providing game lines and school logo as indicated on the drawings.

The complete removal of the power operated telescoping seating banks and the installation of power operated telescoping seating banks as indicated on the drawings.

Painting existing masonry and GWB walls in the main gymnasium including lettering and logos as indicated on the drawings. Painting selected existing hollow metal doors and frames as indicated on the drawings. Providing stainless steel column covers at indicated existing columns.

Provide mechanical design and construction as per allowances and provide electrical design and construction as per allowances.

PRIME CONTRACTS

A combined Single Prime Contract for all work will be issued.

DEFINITIONS

Furnish: To supply products to the project site, including delivering ready for unloading and replacing damaged and rejected products.

Install: To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

Provide: To furnish and install products.

Indicated: Shown, noted, scheduled, specified, or drawn, somewhere in the contract documents.

REGULATORY REQUIREMENTS

The following regulations are applicable to this project:

North Carolina State Building Code.

Applicable City or Town Regulations.

All new work must comply with all applicable State and Local codes and ordinances.

PERMITS AND FEES

Architect is responsible for submitting and obtaining all plan reviews for permits in the jurisdiction that the modular building to be relocated. Contractor shall pick up permits. Any cost incurred for the plan reviews, permits and inspections shall be paid for by the Contractor and reimbursed by the Owner by Change Order. The Contractor shall pay all costs incurred by fees due to Contractor negligence.

Submit copies of all permits, licenses, and similar permissions obtained, and receipts for fees paid, to the owner directly.

ACCESS TO THE SITE AND USE OF THE PREMISES

The space available to the contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is indicated on the drawings. Allow for Owner occupancy during construction.

Access to the site shall be coordinated with the Owner. Limit use of premises to areas indicated. Do not disturb portions of site beyond the areas indicated. Storage areas will be available on site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

PRE-CONSTRUCTION MEETING

A preconstruction meeting will be held at a time and place designated by the architect, for the purpose of identifying responsibilities of the owner's and the architect's personnel and explanation of administrative procedures.

The contractor shall also use this meeting for the following minimum agenda:

Construction schedule.

Use of areas of the site.

Delivery and storage.

Safety.

Security.

Cleaning up.

Procedures relating to:

Submittals.

Change orders.

Applications for payment.

Record documents.

MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System

Attendees shall include:

- The owner.
- The architect, and any consultants.
- Each prime contractor and their superintendents.
- Major subcontractors, suppliers, and fabricators.

Minutes shall be prepared by the Architect and distributed to all parties noted above.

SECURITY PROCEDURES

- Limit access to the site to persons involved in the work.
- Provide secure storage for materials for which the owner has made payment and which are stored on site.
- Secure completed work as required to prevent loss.

COORDINATION

If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings. Inform the owner when coordination of his work is required.

Prepare coordination drawings where limited space available may cause conflicts in the location of installed products, and where required to coordinate installation of products.

- Where space is limited, show plan and cross section dimensions of space available, including structural obstructions and ceilings as applicable.
- Coordinate shop drawings prepared by separate entities.
- Show installation sequence when necessary, for proper installation.

END OF SECTION

SECTION 010320 – ALLOWANCES AND UNIT PRICES

PART 1 - GENERAL

SUMMARY

Section Includes Allowances,

ALLOWANCES

Allowance No. 1: Contractor shall include **fifty thousand dollars (\$50,000.00)** allowance in his bid for the Owner's Contingency to cover the following items:

Unforeseen Conditions.

Contractor shall retain a mechanical engineer if required to repair leaks from the ceiling mounted air handling units and perform required work with a mechanical subcontractor.

Contractor shall retain an electrical engineer if required to modify the power infrastructure for the new motor operated telescoping bleachers and perform required work with an electrical subcontractor.

Credit or additions to the contract price shall be made as per the approved change proposals.

Allowance No. 2: Based upon Unit Price of one (1) square foot of preparing and painting existing masonry walls. This allowance is in addition to the existing masonry wall painting as indicated on contract documents, which is included in base bid. The painting shall be per Section 099000 – Painting.

Allow **one thousand (1,000)** square feet of masonry wall painting at given Unit Price.

Credit or additions to the contract price for actual quantities provided shall be made per the Unit price submitted on the Bid Form.

Purpose: To adjust the Contract Sum in case a quantity different from that included in base bid is required.

Unit of Measurement: Per square foot.

Include the following in the unit price:

- Prepping existing masonry for painting.
- Material.
- Delivery to site.
- Unloading, uncrating and handling.
- Storage.
- Installation.
- Overhead and Profit.

Include all other costs in the contract sum.

Method of measurement: Per square foot as directed by the Architect.

MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System

Allowance No. 3: Based upon Unit Price of one (1) square foot of preparing existing concrete floor slab to bring it within the wood flooring tolerances of substrate flatness. The work will include grinding protrusions and providing concrete topping at depressions to achieve flat and smooth concrete surface for wood flooring installation.

Allow **two thousand (2,000)** square feet of existing concrete slab preparation at given Unit Price.

Credit or additions to the contract price for actual quantities provided shall be made per the Unit price submitted on the Bid Form.

Purpose: To adjust the Contract Sum in case a quantity different from that included in base bid is required.

Unit of Measurement: Per square foot.

Include the following in the unit price:

- Prepping existing concrete slab surfaces.
- Material.
- Equipment
- Delivery to site.
- Unloading, uncrating and handling.
- Storage.
- Installation.
- Overhead and Profit.

Include all other costs in the contract sum.

Method of measurement: Per square foot as directed by the Architect.

Allowance No. 4: Based upon Unit Price of one (1) lineal foot of sealant replacement in existing joints. This allowance is in addition to the sealant replacement as indicated on contract documents, which is included in base bid. The sealants and installation shall be per Section 079000 – Joint Sealers.

Allow **two hundred (200)** lineal feet of sealant replacement.

Credit or additions to the contract price for actual quantities provided shall be made per the Unit price submitted on the Bid Form.

Purpose: To adjust the Contract Sum in case a quantity different from that included in base bid is required.

Unit of Measurement: Per lineal foot.

Include the following in the unit price:

- Removing sealant and backer rod.
- Prepping existing joint by priming.
- Material.
- Delivery to site.
- Unloading, uncrating and handling.
- Storage.
- Installation.
- Overhead and Profit.

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

Include all other costs in the contract sum.
Method of measurement: Per square foot as directed by the Architect.

SUBMITTALS

Procedures for submitting and handling Change Orders are included in Section 01035 – Modification Procedures.

Supporting Data: Submit executed modification to the contract in the form specified for Change Orders with applications for payment covering allowance work.

For variations in lump sum cost, include invoices showing actual cost.
Submit invoices or delivery slips to indicate actual quantities of materials to the site in fulfillment of each allowance.

Upon completion and acceptance of each individual unit, a properly detailed cost requisition shall be submitted for each unit and any variation from the unit cost allowance shall be processed as a normal change order request in accordance with the contract documents.

CONTRACT CONSIDERATIONS

Unit Prices:

Indicate unit price for each item on bid form.

The Bidder proposes to omit work or perform additional work, which may be required in any of the listed categories for unit price stipulated.

Costs included in each unit price: Unless otherwise indicated, include in each unit price the cost of materials, delivery at the site, unloading, handling, storage, labor, installation, overhead and profit, and related expenses.

Quantities:

Estimated quantities – allowances - as indicated are for purposes of comparing bids.

Initially, the contract sum will be considered to include an amount equal to the sum of each unit price times the estimated quantity – allowance - indicated in the contract documents.

Actual quantities will be determined by measurement, and the contract sum will be adjusted accordingly.

Accepted unit prices will be included in the agreement.

Procedures for Modifications to the Contract: Procedures for submitting and handling modifications due to changes are specified in Section 010350 – Modification Procedures.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 010350 - MODIFICATION PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division I Specification sections, apply to this office.

SUMMARY

This section specified administrative and procedural requirements for handling and processing Contract modifications.

MINOR CHANGE IN THE WORK

Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect in writing.

CHANGE ORDER PROPOSAL REQUESTS

Owner - Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress, or to execute the proposed change.

Unless otherwise indicated in the proposal request, within 5 days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.

Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

Indicate applicable taxes, delivery charges, equipment rental, and amount of trade discounts.

Include a statement indicating the effect the proposed change in the work will have on Contract Time.

Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changed by submitting a request for a change to the Architect.

Include a statement outlining the 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 Contract Time.

Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

Indicated applicable taxes, delivery charges, equipment rental, and amount of trade discounts.

Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

UNIT PRICE ALLOWANCES

Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the allowance quantities included in Unit Price definitions the final measurement of work - in-place.

Submit substantiation of a change in scope of work claimed in the Change Orders related to Unit Price allowances.

The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measures, or count.

The Change Order cost amount shall not include the Contractor's or Subcontractor's indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from the description of the allowance and other information in Contract Documents.

No change to the 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.

CHANGE ORDER PROCEDURES

Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the General Conditions of the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012000 - PROJECT MEETINGS

PART 1 – GENERAL

SUMMARY

Section Includes:

- Weekly Progress Meetings
- Coordination Meetings

Related Sections:

- Pre-construction Meeting – Refer to Section 01010

WEEKLY PROGRESS MEETING

The Architect shall schedule and conduct the Weekly Progress Meeting during the construction period, and shall distribute the meeting minutes. The Architect shall notify the Owner and the General Contractor least one week in advance of the date of the meeting. The following are required to attend:

- The Project Manager for the General Contractor
- The Project Managers for the Plumbing and Electrical subcontractors
- The Project Manager for the Sitework subcontractor
- Representatives from major suppliers and subcontractors
- Others as may be requested by the Owner

The Weekly Progress Meeting shall cover, at a minimum, the following topics:

- Review minutes of previous meeting
- Status of submittals
- Actual progress of construction activities in relation to the Construction Schedule
- Off-site fabrication and delivery items and delivery schedules
- Actual and anticipated delays, the impact of those delays on the Construction Schedule and corrective action being taken or proposed.
- Actual and potential problems
- Status of change orders
- Affect of proposed changes on the schedule and the need for coordination
- Status of corrective work
- Anticipated progress to be made during the next two weeks
- Interface coordination issues with the Owner and other contractors
- Time
- Sequence of construction, delivery and completion
- Deliveries
- Off-site fabrication problems
- Access
- Site utilization
- Temporary facilities
- Hours of work
- Safety, hazards and risks
- Housekeeping
- Quality of work and products

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

It is not the purpose of the Weekly Progress Meeting to discuss any coordination issues between the contractors and subcontractors unless those issues have a direct bearing on the upcoming work activities. General Contractor shall hold coordination meetings with subcontractors and/or suppliers separate from the Weekly Progress Meetings.

COORDINATION MEETINGS

The Contractor will conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

Request representation at each meeting by every party involved in coordination or planning for the construction activities involved.

Record meeting results and distribute copies to everyone involved in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 013000 - SUBMITTALS

PART 1 - GENERAL

SUMMARY

Section Includes:

- Preparing and processing of submittals for review and action.
- Preparing and processing of informational submittals.

Submit the following for the architect's review and action:

- Shop drawings.
- Product data.
- Samples.

Submit the following as informational submittals:

- Certificates.
- Reports.
- Qualification statements for manufacturers/installers.
- Test reports.
- Inspection reports.

Specific submittals required are described in individual sections.

DEFINITIONS

"Shop drawings" are drawings and other data prepared, by the entity who is to do the work, specifically to show a portion of the work.

Shop drawings also include:

- Product data specifically prepared for this project.
- Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the work.

"Product data submittals" are standard printed data which show or otherwise describe a product or system, or some other portion of the work.

Product data submittals also include:

- Selection data showing standard colors.
- Wiring diagrams, when standard for all products of that type.

"Samples" are actual examples of the products or work to be installed.

Informational Submittals: Submittals identified in the contract documents as to be submitted for information only.

FORM OF SUBMITTALS

Sheets Larger than 8-1/2 by 14 Inches:

- Maximum sheet size: 36 by 48 inches.
- Number of copies:
 - Submittals for review:

One correctable reproducible print, not folded and 3 copies of blue- or black-line print(s).

Reproducible will be returned.

Small Sheets or Pages:

Minimum sheet size: 8-1/2 by 11 inches.

Maximum sheet size for opaque copies: 8-1/2 by 14 inches.

Number of copies:

Transparencies: Same as for larger sheets.

Opaque copies:

For review: 5 copies.

2 copies will be retained.

Informational submittals: 2 copies.

Samples: 2 sets of each.

1 set will be returned.

If additional sets are needed by other entities involved in work represented by the samples, submit with original submittal.

Copies in excess of the number requested will not be returned.

Provide additional copies for project record documents.

COORDINATION OF SUBMITTALS

Coordinate submittals and activities that must be performed in sequence, so that the architect has enough information to properly review the submittals.

Coordinate submittals of different types for the same product or system so that the architect has enough information to properly review each submittal.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

TIMING OF SUBMITTALS

Transmit each submittal at or before the time indicated on the approved schedule of submittals.

Prepare and submit for approval a schedule showing the required dates of submittal of all submittals.

Organize the schedule by the applicable specification section number.

Incorporate the contractor's construction schedule specified elsewhere.

Revise and resubmit the schedule for approval when requested.

Deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary; failure of the contractor in this respect will not be considered as grounds for an extension of the contract time.

Deliver each informational submittal prior to start of the work involved, unless the submittal is of a type which cannot be prepared until after completion of the work; submit promptly.

If a submittal must be processed within a certain time in order to maintain the progress of the work, state so clearly on the submittal.

If a submittal must be delayed for coordination with other submittals not yet submitted, the architect may at his option either return the submittal with no action or notify the contractor of the other submittals which must be received before the submittal can be reviewed.

SUBMITTAL PROCEDURES - GENERAL

Contractor Review: Sign each copy of each submittal certifying compliance with the requirements of the contract documents.

Notify the architect, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the contract documents, if any.

Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action.

Do not allow submittals without an acceptable action marking to be used for the project.

Do not submit substitute items that have not been approved by means of the procedure specified elsewhere.

Do not include requests for substitution (either direct or indirect) on submittals; comply with procedures for substitutions specified elsewhere.

Preparation of Submittals:

Label each copy of each submittal, with the following information:

- Project name.
- Date of submittal.
- Contractor's name and address.
- Architect's name and address.
- Subcontractor's name and address.
- Supplier's name and address.
- Manufacturer's name.
- Specification section where the submittal is specified.
- Numbers of applicable drawings and details.
- Other necessary identifying information.

Pack submittals suitably for shipment.

Transmittal of Submittals:

Submit all submittals to the architect.

Submittals will be accepted from the contractor only. Submittals received from other entities will be returned without review or action.

Submittals received without a transmittal form will be returned without review or action.

Transmittal form: Use a form acceptable to the architect; provide space on form for:

MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System

Project name.
Submittal date.
Transmittal number.
Specification section number.
To:
From:
Contractor's name.
Subcontractor's and supplier's names.
Manufacturer's name.
Submittal type (shop drawing, product data, sample, informational submittal).
Description of submittal.
Records of distribution.
Action marking.
Comments.

Fill out a separate transmittal form for each submittal; also include the following:
Other relevant information.
Requests for additional information.

SHOP DRAWINGS

Content: Include the following information:

Dimensions, at accurate scale.
All field measurements that have been taken, at accurate scale.
Names of specific products and materials used.
Details, identified by contract document sheet and detail numbers.
Show compliance with the specific standards referenced.
Coordination requirements; show relationship to adjacent or critical work.
Name of preparing firm.

Preparation:

Reproductions of contract documents are not acceptable as shop drawings.
Copies of standard printed documents are not acceptable as shop drawings.
Identify as indicated for all submittals.

PRODUCT DATA

Submit all product data submittals for each system or unit of work as one submittal.

When product data submittals are prepared specifically for this project (in the absence of standard printed information) submit such information as shop drawings and not as product data submittals.

Content:

Submit manufacturer's standard printed data sheets.
Identify the particular product being submitted; submit only pertinent pages.
Show compliance with properties specified.
Identify which options and accessories are applicable.
Include recommendations for application and use.
Show compliance with the specific standards referenced.

Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.

Identify dimensions which have been verified by field measurement.

Show special coordination requirements for the product.

SAMPLES

Provide samples that are the same as proposed product.

Where unavoidable variations must be expected, submit "range" samples, minimum of 3 units, and describe or identify variations among units of each set.

Where selection is required, provide full set of all options.

Preparation:

Attach a description to each sample.

Attach name of manufacturer or source to each sample.

Where compliance with specified properties is required, attach documentation showing compliance.

Where there are limitations in availability, delivery, or other similar characteristics, attach description of such limitations.

Where selection is required, the first submittal may be a single set of all options; after return of submittal with selection indicated, submit standard number of sets of selected item.

Keep final sample set(s) at the project site, available for use during progress of the work.

REVIEW OF SUBMITTALS

Submittals for approval will be reviewed, marked with appropriate action, and returned.

Informational submittals: Submittals will be reviewed.

"X" action: No action taken.

"Not Approved" action: Revise the submittal or prepare a new submittal complying with the comments made.

RETURN, RESUBMITTAL, AND DISTRIBUTION

Submittals will be returned to the contractor by mail.

Perform resubmittals in the same manner as original submittals; indicate all changes other than those requested by the architect.

Distribution:

Distribute returned submittals to all subcontractors and suppliers involved in work covered by the submittal.

Make extra copies for operation and maintenance data submittals, as required.

END OF SECTION

SECTION 013110 - CONSTRUCTION SCHEDULES AND REPORTS

A. SCOPE

1. Pursuant to paragraph 4.11 of the General Conditions of this contract, the following additional scheduling requirements are a part of this Contract.
2. Work under this Section shall consist of furnishing a Construction Schedule showing in detail how the Contractor plans to execute and coordinate the Work. The Contract Schedule shall be based on and incorporate the Contract Milestone and Completion Dates specified in Article 4 of the Owner-Contractor Agreement ("Time of Commencement and Substantial Completion") and the supplemental Conditions ("Specific Dates") and shall show the order in which the Contractor shall perform the Work, projected dates for the start and completion of separable portions of the work, and any other information concerning the Contractor's Work scheduling as Owner may request.
3. The Construction Schedule shall be in the form of a bar chart and shall consist of horizontal lines, or bars, plotted along a daily time scale. Each pay item designed in the Contractor's Schedule of Value shall be denominated as a separate activity and represented by a horizontal bar or bars on the chart. The time-scale shall indicate all required Milestone and Completion Dates as set forth in the Owner-Contractor Agreement. The horizontal bar(s) shall indicate the start and finish dates as well as the total time period of performance for each pay item activity. The Contractor shall arrange the chart so as to show the pay item activities which are necessary to fulfill each and every Milestone and Completion Date requirement.
4. Each Work item on the bar chart, as well as being correlated to the payment document, shall be broken into reasonable work segments/activities (where practicable) with individual starting and stopping dates. As a minimum, work shall be segmented to demonstrate its relationship to the various Milestone Dates, if any. The segmented Work activities shall be cost loaded to show their dollar value as part of the entire pay item. Activity titles shall be self-explanatory; abbreviations shall be shown in the legend.

B. UPDATES AND REVISIONS

1. The chart shall be updated to show actual progress and the effect of modifications, delays and other events. A second bar for each work item, in a contrasting color or pattern, shall be drawn parallel to the proposed schedule to show actual progress and to forecast future progress. The actual start and stop dates shall be entered, as well as the actual dates of the Milestone events. Updates are to be submitted monthly to the Owner with, and as a part of, each payment request.

2. The updated Construction Schedule submitted by Contractor shall not show a completion date later than the Contract Time, subject to any time extensions approved by the Owner; provided, however, that if the Contractor believes he is entitled to an extension of the Contract under the Contract Documents, the Contractor shall submit to the Owner, with each update, a separate schedule analysis (entitled "Requested Time Adjustment Schedule") indicating suggested adjustments in the Contract Time which should, in the opinion of the Contractor, be made by time extension, due to changes, delays or conditions occurring during the past month or previously, or which are expected or contemplated by the Contractor (whether such conditions are excusable under the Contract or are allegedly due to the Contractor or Owner fault); this separate schedule, if submitted, shall be accompanied or preceded by a formal time extension request as required by the Contract Documents and a detailed narrative justifying the time extension requested. To the extent any time extension requests are pending at the time of any update in the Construction Schedule, the "Requested Time Adjustment Schedule" shall be updated also each month, to reflect any adjustments made by the Contractor in the Construction Schedule, or any time extensions previously granted by the Owner, and to reflect actual or expected progress. The Owner shall not have any obligation to consider any time extension request unless the requirements of the Contract Documents, and specifically, but not limited to, the requirements set forth in this paragraph, are complied with; and the Owner shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the Owner to grant time extensions under the Contract Documents should the Contractor fail to substantially comply with the submission requirements and the justification requirements of this Contract for time extension requests. The Contractor's failure to perform in accordance with the Construction Schedule shall not be excused, nor be chargeable to the Owner nor the Design Consultant, because the Contractor has submitted time extension requests or the "Requested Time Adjustment Schedule".
3. Neither the updating of the Contractor's work schedule nor the submission, updating, change or revision of any other report or schedule submitted to the Owner by the Contractor under this Contract nor review or nonobjection of the Owner of any such report or schedule shall have the effect of amending or modifying, in any way, the Contract Completion Date, Milestone Dates or of modifying or limiting in any way the Contractor's obligations under this Contract.
4. All of the Contractor's detailed calculations and documents supporting all schedules, reports, and forecasts shall be available to the owner on request.
5. Each updated Construction Schedule submitted by the contractor to the Owner shall be accompanied by a narrative report which reflects the following:
 - a. Description of Work accomplished since submission of previous progress schedule;
 - b. Comparison of the actual status of the Work with the Contractor's project schedule;
 - c. Status of equipment and material deliveries;

- d. Personnel staffing schedule;
- e. Causes of any delays;
- f. Revision of schedules; and
- g. Action proposed to restore schedule.

C. SCHEDULE OF OFF-SITE ACTIVITIES

1. The contractor shall include in his Construction Schedule all procurements related activities which lead to the delivery of materials to the site in a timely manner. Upon written approval by the Owner, these activities may be submitted as a separate Off-Site Activities Schedule, properly correlated to the Construction Schedule. The schedule of off-site activities shall include, but is not limited to, the following:
 - a. Dates for submittals, ordering, manufacturing or fabricating and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to site shall be clearly noted;
 - b. All significant activities to be performed by the Contractor during the fabrication and erection/installation in a Contractor's plant or on a job site, including materials/equipment purchasing, delivery; and
 - c. The Contractor's drawings and submittals to be prepared and submitted to the Owner or Design Consultant for approval.
2. The Contractor shall be solely responsible for expediting the delivery of all materials to be furnished by him so that the construction progress shall be maintained according to the current schedule for the Work as approved by the Owner.
3. The Owner shall be advised in writing by the Contractor wherever it is anticipated or determined by the Contractor that the delivery date of any material and/or equipment furnished by the Contractor for installation will be later than the delivery dates shown on the schedules, subject to schedule updates.
4. Submittals, equipment orders and similar items are to be treated as schedule activities.

END OF SECTION

SECTION 014000 - QUALITY CONTROL PROCEDURES

PART 1 - GENERAL

SUMMARY

Section Includes:

General quality control activities.

Procedures for the following:

Design performed by contractor.

Testing and evaluation of test results.

Inspections.

Construction and evaluation of mock-ups.

Manufacturers' field services.

Procedures for quality control activities performed by:

Public authorities having jurisdiction.

Architect.

Independent testing agencies.

Contractors.

Manufacturers' representatives.

Procedures for submittal of quality control documentation.

Quality control activities required are specified in other sections.

See General Conditions for additional requirements for testing, inspections, and approvals.

The cost of quality control activities specified to be paid for by the owner is not to be included in the contract sum.

Related Sections:

Alternates: Elsewhere in Division 1.

Allowances: Elsewhere in Division 1.

Unit prices: Elsewhere in Division 1.

Contractor's construction schedule: Elsewhere in Division 1.

Submittal procedures: Elsewhere in Division 1.

Soils testing: Division 31.

Concrete testing: Division 3.

CONTRACT CONDITIONS

Independent testing agencies, whether employed by the owner or the contractor, may not change the requirements of the contract documents and may not approve any portion of the work.

Employment of testing agencies, by the contractor or the owner, shall not relieve the contractor of his obligation to perform the work in accordance with the contract documents.

DEFINITIONS

Certificate: A written statement that a portion of the work as accomplished or a particular product conforms to the requirements of the contract documents.

Installer: Any entity who performs a construction activity, whether an employee, subcontractor, or sub-subcontractor of the contractor.

Owner's Testing Agency: Any independent testing and inspection agency employed by the owner to perform certain quality control activities.

Reference Standard: Any document incorporated into the specification by reference rather than by inclusion of complete text; including, but not limited to, voluntary specifications prepared by standards organizations and industry organizations.

REFERENCE STANDARDS

Reference Standards - General:

Comply with edition of standard indicated; if date is not indicated, comply with edition in effect as of:

Date of contract documents.

Compliance with standards which are revised or reissued after that date will not be required unless incorporated into the contract documents by modification.

Where applicable codes, laws, or regulations require editions of different dates, obtain instructions from the governing authorities as to which edition is required.

The requirements of reference standards are binding on the contractor, just as if they were copied into the contract documents, but no provisions of reference standards shall alter the contractual relationship of the parties to the contract.

Keep at the site at least one copy of each reference standard specified which covers field mixing, installation quality, or field quality control methods.

SUBMITTALS

Design Data: As specified in individual sections.

Unless otherwise indicated, submit for review by the architect.

Reports: Provide certified copies of reports.

Unless otherwise indicated, submit for review by the architect.

Submit reports within 2 weeks after execution of quality control activity, but not later than the date of application for payment for the work to which the quality control activity relates.

Reports shall be prepared by the entity performing the quality control activity.

Submit copies directly to governing authorities when so directed.

When the contractor employs an independent testing agency, submit copies directly to the architect.

Include the following information in all types of reports:

Date of report.

Project name (and number, if applicable).

Description of the quality control activity.

Name, address, and telephone number of entity performing activity.

Date quality control activity was performed.

Specification section(s) involved.

Basis for evaluation (test method, etc.).

Results or conclusions, including evaluations and interpretations.

Title, name, and signature of person performing activity.

Include the following information in all test reports:

Locations from which samples were taken, if any.

Ambient conditions at time of activity.

Recommendations for retesting, if any.

Certificates: Submit for review, unless otherwise indicated.

Certificates shall be signed by the product manufacturer, unless otherwise specified or not applicable.

Include the following information:

Date of certificate.

Project name (and number, if applicable).

Description of the product or system certified.

Specification section(s) involved.

When actual materials to be used are to be certified, include lot identification markings, destination or shipment, and quantity in shipment.

Title, name, and signature of person authorized to make certification.

Qualification Statements: Submit for review, unless otherwise indicated.

Manufacturers' Instructions: Submit for review, unless otherwise indicated; identify conflicts with contract documents.

QUALITY ASSURANCE

Qualifications of Manufacturers: As indicated in individual sections.

Qualifications of Installers: As indicated in individual sections.

Qualifications of Manufacturers' Field Personnel: Employed directly by the manufacturer and normally performing the activities specified.

Qualifications of Testing and Inspection Personnel:

As indicated in individual sections.

Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) standards or to accepted values of natural physical constants.

COORDINATION WITH OTHER ENTITIES

Cooperate with other entities performing quality control activities.

Provide samples of materials and design criteria as indicated and when requested.

Provide other assistance, equipment, tools, and storage facilities as specified.

If desired, make arrangements with those entities and pay for additional similar or related testing or inspection required for the contractor's use or convenience.

SEQUENCING AND SCHEDULING

Coordinate quality control activities to avoid delay and to make it unnecessary to uncover work for testing or inspection.

Notify the owner's testing agencies 2 weeks prior to commencement or completion of work which is to be tested or inspected, whichever is applicable.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

GENERAL

Provide work of the specified quality; where quality level is not indicated, provide work of quality customary in similar types of work.

Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.

Where two or more quality provisions of the contract documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the architect before proceeding.

Actual quality may exceed the specified quality; verify that such differences are acceptable to the owner (other criteria may make excessive quality undesirable).

Where the contractor is required to complete the design, use accepted methods and procedures resulting in work of the specified quality.

Control products, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality.

Comply with manufacturers' instructions and recommendations.

Keep a record of instructions and recommendations which supplement or conflict with the manufacturer's written instructions.

When manufacturers' instructions and recommendations conflict with the contract documents, obtain clarification from the architect before proceeding.

Use installers who are capable of producing work of the specified quality.

Each prime contractor shall perform all specified quality control activities related to his work unless indicated to be performed by other entities.

MOCK-UPS

Mock-ups required are specified in other sections.

Construct mock-ups as specified for actual work, with all components required for a complete installation.

Erect specified mock-ups in locations indicated.

Mock-ups may not be constructed in the final location of the work.

Where mock-ups are to be removed, clear area after removal of mock-up and return to original or specified condition.

Where mock-ups are to be approved by the architect, obtain approval of the architect prior to proceeding with installation.

TESTING

Perform tests specified.

When results of tests are unsatisfactory, make whatever changes or repairs are necessary and retest.

Submit written report of each original test and of each retest.

INSPECTING

Perform inspections specified.

When inspections reveal unsatisfactory work, make whatever changes or repairs are necessary and reinspect.

Submit written report of each original inspection and each reinspection.

MANUFACTURERS' FIELD SERVICES

Manufacturers' field services required are specified in other sections.

Provide additional services when requested.

Give the architect timely notice of site visits so that the architect may be present.

PROTECTION AND REPAIR

When work is uncovered during quality control activities, provide protection from damage.

Correct work damaged by quality control activities; where repair is indicated as an unacceptable method, replace the work.

END OF SECTION

SECTION 015000 – TEMPORARY FACILITIES AND SERVICES

PART 1 – GENERAL

SUMMARY

Section Includes:

Employee Facilities
Protective Facilities

Related Sections:

Regulatory Requirements	See Section 010100 – Summary of Work
Storage and Protection of Materials	See Section 016000 – Product Requirements

REFERENCES

NEMA WD 6-1988 – Wiring Devices – Dimensional Requirements, National Electrical Manufacturers Association, 1988.

DEFINITIONS

Temporary Facilities: Temporary structures, fixtures, fittings and other items required to accomplish the work but which are not incorporated into the finish work.

Employee Facilities: Temporary structures, fixtures and equipment required to expedite the work by the various contractors and tradesmen.

Administrative Facilities: Temporary structures, fixtures and equipment required to properly manage and administer the performance of the contract.

Protective Facilities: Temporary structures, fixtures and equipment required to properly protect the work from damage, spoilage, deterioration or theft.

SUBMITTALS

Reports of inspections, tests and approvals for the installation and use of temporary facilities and utilities that are made or given by various public authorities.

Copies of permits as may be required by various public authorities.

QUALITY ASSURANCE

Comply with all requirements of governing authorities and utility companies as to type, quantity, location and use of all temporary facilities. At no time shall the use of any temporary facility present a public nuisance.

PROJECT CONDITIONS

All Contractors shall obtain and maintain such easements as necessary to provide the temporary facilities and utilities outlined above. Each Contractor shall coordinate the implementation and termination of temporary facilities and services with all other Contractors.

The use of permanent facilities prior to Substantial Completion is subject to the Owner's approval and conditions. Each permanent facility used for construction purposes shall be operated, maintained and returned to original condition by the original installer. Specified warranties shall not, in any case, be reduced or voided by temporary use.

SEQUENCING AND SCHEDULING

All Contractors shall be required to maintain the required temporary facilities until shortly before the Final Completion Date whereupon the temporary facilities shall be completely removed. Where the use of permanent facilities is allowed, remove temporary facilities in accordance with the Owner's terms.

PART 2 – PRODUCTS

MATERIALS

General: Provide materials that are both suitable for the use and durable enough to withstand the use and abuse to be expected.

Temporary Heating Units: All temporary-heating units must display the UL label for the fuel used. In no case shall gasoline-burning, open burning or solid fuel heaters or salamanders be used. Use only equipment that is known to be safe and that will not damage completed work or work in progress.

All piping materials used to furnish potable water shall be new. In no case will the use of salvaged or reclaimed pipe and valves be considered acceptable.

PART 3 – EXECUTION

GENERAL

Employee Facilities: Temporary employee facilities shall be provided as follows:

Temporary Toilets

The General Contractor or Building Contractor shall furnish, maintain, remove and pay for a minimum of one (1) toilet for each twenty (20) workmen on the project site. In no case shall the total number of toilets on the site be less than two (2) units. The temporary toilets shall be cleaned a minimum of twice each week and shall present no public nuisance during the construction period. Each individual Contractor shall make arrangements and pay for separate sewage holding tanks to their respective office trailers as they may wish.

Drinking Water

Each Contractor shall provide his own drinking water in accordance with current code requirements.

Protective Facilities: Temporary protective facilities shall be furnished as follows:

Fire Protection Facilities

The General Contractor or Building Contractor shall provide, at a minimum, such temporary fire fighting equipment as may be required by local authorities. That equipment includes, but is not necessarily limited to, fire extinguishers, water barrels, sand buckets, fire blankets and water hoses. Said equipment shall be furnished and properly maintained during the entire construction period. Each Contractor shall be responsible for complying with the Occupational Safety and Health Standards for the Construction Industry, latest edition while performing such work as welding, cutting and grinding.

In no case shall the fire fighting equipment installed in the completed building be used during the final stages of construction.

Existing Property Protection

The General Contractor or Building Contractor shall furnish, install, maintain and remove such barriers as necessary to prevent damage to the surrounding property and adjacent wetland area. The barriers shall include warning tape, fencing, barricades, signage and other similar devices to clearly identify the "off limits" or sensitive areas.

Barricades, Safety Railings and Safety Nets

The General Contractor or Building Contractor shall furnish, install, maintain and remove all necessary temporary safety barricades, railings or nets at the building floor perimeters and openings on all suspended slabs. Any trade or Contractor removing said safety devices shall be responsible for replacing same upon completion of work in the area. All other protection and safety barricades, railings, covers, nets, restraints or equipment as may be required by current safety regulations shall be provided by each individual Contractor as it relates to the safe conduct of his work.

Temporary Building Security

The General Contractor or Building Contractor shall coordinate the completion of specific areas of the building with respect to finish items and equipment. Once work in a distinct area of the building has reached the point of needing protection from the weather, damage or theft, the General Contractor or Building Contractor shall furnish, install and maintain temporary doors, covers and hardware. The use of permanent building elements such as doors, hardware and windows and is encouraged provided, however, that the permanent elements are returned to original condition at Substantial Completion.

TERMINATION AND REMOVAL

All temporary facilities shall be completely removed and the area restored to the final grades and condition when those facilities are no longer needed. In any case, the temporary facilities shall be removed no later than the Substantial Completion – All Trades date. All materials used in the temporary facilities remain the property of the Contractor that installed same.

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

SUMMARY

Section Includes:

Procedures for substitutions during bidding period.

General product requirements, including:

General specification requirements for all products.

Product options.

Procedures for substitution requests.

General requirements for product documentation, including:

Requirements and procedures for schedule of products.

General requirements for operation and maintenance data.

General requirements for warranties.

General procedures for products including:

Procedures for transportation and handling.

Procedures for delivery and receiving.

Procedures for storage.

Related Sections:

Submittal transmission, handling, and action procedures: Elsewhere in Division 1.

General installation procedures: Elsewhere in Division 1.

Owner instruction for equipment and systems: Elsewhere in Division 1.

Project record documents: Elsewhere in Division 1.

DEFINITIONS

Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

SUBMITTALS

Schedule of Products: Submit for approval.

Operation and Maintenance Data: Submit for project record.

Warranties: Submit for project record.

PART 2 - PRODUCTS

GENERAL

Components required to be supplied in quantity within a specification section shall be identical, interchangeable, and made by the same manufacturer.

PART 3 - EXECUTION

PRODUCT OPTIONS

It is the contractor's responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other contractors.

Verify that electrical characteristics of products are compatible with electrical systems; notify architect of all discrepancies.

Where visual matching to an established physical sample is required, the architect's decision will be final.

Do not use any substitute products which have not been approved in accordance with the requirements of the contract documents; formal substitution request is required.

Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitute.

Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.

Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the owner or architect as defined in the contract documents.

Products Specified by Description: Use any product meeting the specification.

Products Specified by Performance Requirements: Use any product meeting the specification.

Products Covered by an Allowance Included in the Contract Documents: Provide products of types and in quantity as directed by the architect.

At the earliest possible date after execution of the contract, inform the architect of the latest date by which the final selection of the product is required in order to avoid delay of the work.

When requested, provide information for use in making selections.

Products Specified to Match a Physical Sample: Use any product that matches; obtain the architect's approval.

Products Specified by Listing a Brand Name Product as the "Basis of Design": Provide a product equivalent to the product specified within the limits of variation specified; submit substitution request for all products other than that listed as basis of design.

Products Specified by Listing Brand Name(s): Provide a product at least equal to the brand name product, or products, listed; submit substitution request for any brand name product not listed.

Products Specified by Listing Manufacturer(s): Provide a product meeting the specification; submit substitution request for any manufacturer not listed.

SUBSTITUTIONS DURING THE BIDDING PERIOD

Substitution requests submitted later than 10 days prior to the bid date will not be considered.

Acceptable substitutions will be added to the contract documents by addendum; no verbal approvals will be valid.

SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

Substitutions will not be considered between the bid date and the award of the contract.

Substitutions will not be allowed after award of the contract except when, through no fault of the contractor, none of the specified products is available.

SUBSTITUTION PROCEDURE

Submission of request for substitution shall constitute a representation by the contractor that he:

Has investigated the proposed product and determined that it is equal to or better than the specified product. Absence of an explicit comparison of any characteristic of the proposed product to the specified product shall constitute a representation that the proposed product is equal to or better than the specified product with regard to that characteristic.

Will provide the same warranty for the proposed product as for the specified product.

Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:

Redesign.

Additional components and capacity required by other work affected by the change.

Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.

Substitutions will not be considered when acceptance would require substantial revision of the contract documents.

Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.

Substitution requests will not be considered when submitted directly by subcontractor or supplier.

Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the contract documents.

Submit request to the architect.

Submit 3 copies of each request and accompanying data.

Submit all requests on a standard form.

Data Required with Substitution Request: Provide at least the following data:

Identify product by specification section and paragraph number.

Manufacturer's name and address, trade name and model number of product (if applicable), and name of fabricator or supplier (if applicable).

Complete product data.

A list of other projects on which the proposed product has been used, with project name, the design professional's name, and owner contact.

An itemized comparison of the proposed product to the specified product.

List of maintenance services and replacement materials available.

Statement of the effect of the substitution on the construction schedule.

Description of changes that will be required in other work or products if the substitute product is approved.

The architect will determine acceptability of the proposed substitution.

When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

SCHEDULE OF PRODUCTS

Prepare a complete schedule of major products used, including the following for each product:

Manufacturer's name.

Brand or trade name.

Model number, if applicable.

Reference standard, if more than one is applicable.

Arrange products in the schedule by specification sections; indicate paragraph where specified.

Prepare and submit final schedule within 30 days after award of contract.

Schedule of products shall not be used to obtain approval of substitute products; make separate request for substitution.

OPERATION AND MAINTENANCE DATA

Provide operation and maintenance data for the types of products listed below and for all other products as specified in individual product sections.

Provide data sufficient for operation and maintenance by owner without further assistance from the manufacturer.

Data Required For Products - General:

Name of manufacturer and product.

Name, address, and telephone number of subcontractor or supplier.

Local source of replacements.

Local source of replaceable parts and supplies.

Product Data: Where product data is specified for inclusion in operation and maintenance data, provide manufacturer's data sheets marked to indicate specific product and product options actually installed; delete inapplicable data.

Project Record Documents: Provide an additional copy of applicable record documents for inclusion with the operation and maintenance data.

Custom Manufactured Products: Provide all information needed for reordering.

Finish Materials: Manufacturer's product data, color/texture designations, and manufacturer's instructions for care, cleaning, and maintenance.

Products Exposed to Weather and Products for Moisture Protection: Manufacturer's product data, recommended inspection schedule and procedures, maintenance and repair procedures, and maintenance materials required.

Equipment: Provide at least the following information:

Product data giving equipment and function description, with normal operating characteristics and limiting conditions.

Starting, operating, and troubleshooting procedures.

Cleaning and maintenance requirements and procedures.

External finish maintenance requirements.

List of maintenance materials required.

List of special tools required.

Parts list: List all replaceable parts, with ordering data.

Recommended quantity of spare parts to be maintained in storage.

Systems: Provide overall function description, with diagrams, prepared especially for this project.

Form of Data: Prepare data in the form of an instructional manual.

Arrange content logically, using section numbers and sequence of sections indicated on the table of contents of this project manual.

When multiple volumes are used, arrange by related subjects; identify contents in cover title.

Assemble into 3-ring binders with maximum 2-inch ring size.

Hardback, cleanable plastic covers.

Identify each book with title "Operation and Maintenance Instructions" and project name.

Page size 8-1/2 by 11 inches, maximum.

Prepare special typewritten data on minimum 20-pound paper.

Provide tabbed divider for each product and system.

Drawings: Bind in with other data; provide reinforced binding edge; fold larger drawings to size of pages.

Do not use pockets or loose drawings.

Provide table of contents for each volume listing:

Name of the project.

Name, address, telephone number, and contact name of:

Architect.

Contractor.

Index of products and systems included in volume.

WARRANTIES

Provide warranties as specified in individual product sections.

Manufacturer Warranties: Manufacturer's standard product warranty running for the manufacturer's standard term, unless otherwise indicated.

Submit copies of all manufacturer warranties which extend beyond the end of the contract correction period.

Special Project Warranties: Written warranty commencing at date of substantial completion, running for the term indicated, and signed by the entities specified.

Where completion of warranty item is materially delayed beyond the date of substantial completion, provide warranty commencing on date of acceptance.

Submit each special project warranty.

Provide 2 notarized copies of each executed warranty.

Show actual date of commencement on each warranty.

TRANSPORTATION AND HANDLING

Require supplier to package finished products in a manner which will protect from damage during shipping, handling, and storage.

Transport products by methods which avoid damage.

Deliver in dry, undamaged condition in manufacturer's unopened packaging.

Provide equipment and personnel adequate to handle products by methods which prevent damage.

Provide additional protection during handling where necessary to prevent damage to products and packaging.

Lift large and heavy components at designated lift points only.

DELIVERY AND RECEIVING

Arrange deliveries of products to allow time for inspection prior to installation.

Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.

Clearly mark partial deliveries to identify contents, to permit easy accumulation of entire delivery, and to facilitate assembly.

Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and noncompliance with requirements of contract documents and approved submittals.

STORAGE

No indoor storage areas are available on site.

Off-site storage of products for which application for payment will be made: Store only in a bonded warehouse.

General Storage Procedures:

Store products immediately on delivery.

Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

Store in a manner to prevent damage to the stored products and to the work.

Store moisture-sensitive products in weathertight enclosures.

Store indoors if necessary to keep temperature and humidity within ranges required by manufacturer.

Store unpacked and loose products on shelves, in bins, or in neat groups of like items.

Arrange storage to provide access for inspection and inventory.

Periodically inspect and remedy damage and noncompliance with required conditions.

Loose Granular Materials: Store on solid surfaces in well-drained area; prevent mixing with foreign materials.

Exterior Storage:

Cover products subject to weather damage with impervious sheet covering; provide ventilation to avoid condensation.

Provide surface drainage to prevent runoff or ponded water from damaging stored products.

Prevent damage and contamination from refuse and chemically injurious materials and liquids.

Store fabricated products on substantial platforms, blocking, or skids above the ground, sloped to drain.

END OF SECTION

SECTION 017000 - CONSTRUCTION PROCEDURES

PART 1 - GENERAL

SUMMARY

Section Includes:

- General construction and installation procedures.
- Cleaning and protection.
- Cutting and Patching.
- Correction of defective work.
- Facility startup.
- Final Cleaning.
- Project completion procedures.

Related Sections:

- Plumbing for Modular Units specified elsewhere in Division 22.
- Electrical Service for Modular units specified elsewhere in division 26.
- Fire Alarm and Special Systems Requirements for Modular units specified elsewhere in Division 26.

DEFINITIONS

Concealed Spaces: Spaces, which are not accessible after completion of construction.

Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.

Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials, which are to become the property of the owner.

Patching: Restoration to completed condition by patching, repairing, refinishing, finishing, filling, closing up, and similar operations.

Replacement: Replace the entire element, surface, or product.

Safety-Related Elements: Materials and assemblies whose principal function is the promotion of the safety of the building and its occupants, including fire and smoke barriers, fireproofing, emergency egress doors and windows, guardrails, equipment guards and other similar construction.

SUBMITTALS

Field Correction Requests: Submit immediately upon discovery of deviation required; include a detailed description of the problem, recommended changes, and reasons it is not possible to comply with the contract documents. Provide Certificate of Final Extermination.

QUALITY ASSURANCE

Cleaning: Perform cleaning in accordance with the recommendations of the manufacturer or fabricator of the product or system. Use only cleaning materials and tools, which are specifically recommended, which are not hazardous to health or property, and which will not damage finishes.

PROJECT CONDITIONS

Existing school building will be occupied during the period in which the work will be conducted; avoid interference with use of those areas and interruption of access to them.

Take precautions to prevent fires and to facilitate fire-fighting operations.

- Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.

- Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.

- Do not allow smoking in areas where highly combustible or explosive materials are present.

- Carefully supervise the operation of potential fire sources, including heating units.

- Conduct welding operations in manner to prevent fire; comply with local regulations.

Take precautions to prevent accidents due to physical hazards:

- Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.

- Safety barricades: Comply with regulations.

- Provide temporary walkways where walking surfaces are hazardous.

- Notify the owner before beginning work that involves hazardous operations, including use of explosives and the like.

Take care to prevent pollution of air, water, and soil.

- Comply with environmental protection regulations.

- Limit effluent and rainwater runoff into waterways as required by regulations.

- Do not dump contaminants in areas that will result in contamination of waterways.

Minimize discharge of effluent and rainwater runoff into sewers.

- Control sediment discharge into sewers; filter out construction debris, soil, and contaminants.

- Comply with regulations and orders of public utilities regarding use of sewers.

- Where disposal of effluent or rainwater by means of sewers is not lawful or is not possible, provide alternative methods of disposal.

Prevent erosion due to rainwater runoff.

Control windblown dust; prevent erosion to site and nuisance to neighbors.

Prevent flooding of excavations, below-grade construction, and adjacent properties due to rainwater runoff.

Protect existing property indicated to remain, including plants and trees, as indicated on the drawings.

Do not use tools or equipment, which produce harmful levels of noise. Minimize the use of noise-making tools and equipment during hours that adjacent buildings are occupied.

Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.

Control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on this site.

Keep public streets free of debris due to this work.

Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.

Provide temporary means of draining roofs where required.

Conduct construction operations so that no part of the work and no part of the existing construction is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.

Conduct construction operations so that waste of power, water, and fuel is avoided.

Provide temporary supports as required to prevent movement and structural failure.

Install products only during environmental conditions, which will ensure the best possible results.

SEQUENCING AND SCHEDULING

Install products only at the time and in the sequence, which will ensure the best possible results.

Coordinate required administrative activities with related construction activities.

PART 2 - PRODUCTS

MATERIALS

Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified in other sections.

For exposed materials for closing up openings, use materials identical to those of the adjacent construction; concealed materials are not required to be identical.

If identical materials are not available or cannot be used, use materials that provide best visual match; obtain approval of the architect.

Use materials that perform equally as well as, or better than, the material cut.

If necessary, determine composition of existing materials to be patched by testing.

PART 3 - EXECUTION

GENERAL REQUIREMENTS:

The Contractor is responsible for performing any work necessary to facilitate the relocation and setup of the modular units in a timely manner in accordance with the contract.

Contractor is required to be licensed by State and local government as necessary to perform the work specified herein. The Contractor is also required to carry all insurance as called for in the General Conditions.

Contractor is responsible for repairing and/or replacing any and all items, equipment, property, etc., that are damaged as a result of his work. Contractor should report to the Owner in writing any defects in the units that are observed prior to beginning his work.

The General Construction Contractor will provide all required information for building permits for modular building and will be responsible for scheduling the building inspections. The final building inspections must be performed before the modular classroom building will be accepted as completed by the Owner.

Throughout the progress of the work, Contractor shall keep on the job at school campus a competent supervisory staff satisfactory to the Owner. The Contractor will be required to have a mobile phone (supplied by the Contractor) and the number shall be provided to the Owner and the Architect. This number must be provided to the Owner before the Notice to Proceed is issued by the Owner. The supervisory staff shall not be changed without written consent of the Owner in advance unless said

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

supervisory staff ceases to be employed by the Contractor or ceases to be competent. The supervisory staff shall have authority to act on behalf of the Contractor, and instructions, directions, or notices given to him shall be as binding as if given to the Contractor. However, important directions, instructions, and notices will be confirmed in writing to the Contractor, as will all such items if requested by the Contractor. It is the responsibility of the supervisory staff to give notice of work to be performed and to coordinate with the schools' staff any matters associated with the work. Under no circumstances shall a subcontractor coordinate work with the schools' staff.

Contractor shall maintain throughout the course of the project a daily log identifying all weather-related activities that occurred at school site. The Contractor shall provide to the Owner the previous week's log entries with each business day identified and the sites where action occurred. The entries shall be legible and may be forwarded to the Owner as requested.

The Contractor shall provide to the Owner a close out checklist at the completion of all work or the end of the contract. An acceptable sample of the closeout checklist is included at the end of this specification section.

Schedule: Schedule shall be as indicated in the Supplementary Conditions of this Contract and Section 013110 – Construction Schedules and Reports.

Once a Contractor has been issued the Standard Agreement Form between the Owner and Contractor, all bid prices for this project including all unit prices will be in effect for duration of contract.

Once the building permit is given to the Contractor, work may proceed at the school site. Any work performed during the school year such as utility trench excavation shall be fenced off temporally with safety fencing.

Once the modular building is substantially complete the Contractor shall notify the Architect that the building is substantially complete in writing prior to occupancy. A "Substantially Complete" modular building shall have passed all required inspections and shall have power connected and HVAC system checked out and operational. The Architect and/or Owner will generate a punch list and provide it to Contractor. The Contractor shall commence work immediately upon receipt. All items on the punch list shall be completed as per Supplementary Conditions of the Contract.

GENERAL EXAMINATION REQUIREMENTS

Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.

If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding. If the conditions to be corrected involve the work of another prime contract, notify the architect promptly.

Conditions, which could have been discovered by examination, will not be allowed as cause for claims for extra work.

Notify the architect promptly of any modifications required due to existing conditions or previous work.

Before starting work, which might affect existing construction, verify the existence and location of such construction. In particular, verify the following:

- Underground utilities.

- Other underground construction.

- Location and invert elevation of points of connection to piped utilities.

Verify that utility requirements of operating equipment are compatible with building utilities.

Verify space requirements of items, which are shown diagrammatically on the drawings.

GENERAL PREPARATION REQUIREMENTS

Take field measurements as required to fit the work properly.

Recheck measurements prior to installing each product.

GENERAL INSTALLATION PROCEDURES

Accurately locate the work and components of the work; make vertical work plumb; make horizontal work level.

See sections describing specific parts of the work for additional requirements.

Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.

In finished areas, conceal pipes, ducts, and wiring within the construction, unless otherwise indicated.

Coordinate exact locations of fixtures and outlets with finish elements.

Install work in such manner and sequence as to preclude, if possible, or at least to minimize, cutting and patching.

Existing Construction:

Perform work in existing construction in same manner as for new construction unless otherwise specified.

Where a new surface exposed to view is an extension of any existing surface, align both surfaces without a change of plane and make a neat transition between finishes. If a change of plane is necessary due to the configuration of the existing surface, obtain instructions from the architect.

Where portions of existing work are removed, patch remaining work with neat transitions between remaining surfaces without evidence of cutting. Where neat transitions between remaining surfaces are not possible due to configuration of existing surfaces, obtain instructions from the architect.

Where existing construction is removed, remove existing utility services located within or upon the existing construction. Cap cut ends of abandoned piping, conduit, and duct in such a manner that they are concealed in finish work.

CLEANING AND PROTECTION

Remove debris from concealed spaces prior to enclosing the space.

Keep the site and the work free of waste materials and debris.

Remove waste from site at least once a week.

When temperature exceeds or is expected to exceed 80 degrees F, remove waste at frequency necessary to prevent development of health hazards and nuisance odors.

Keep hazardous and unsanitary materials in containers separate from other waste.

Clean areas in which work is to be done to level of cleanliness necessary for proper execution of that work.

Where dust would impair execution of work, broom- and vacuum-clean the entire interior area and keep clean.

Keep installed work clean, and clean again when soiled by other operations.

Provide periodic cleaning as required to prevent damage due to soiling.

Remove liquid spills promptly.

Protect installed work from soiling and damage.

Provide protective coverings as required.

Provide protective coverings for work which may be damaged by subsequent operations.

Where heavy abuse is expected, use minimum of plywood for protection.

Maintain protective coverings until substantial completion.

CUTTING AND PATCHING PROCEDURES

Existing Construction: Do not cut existing mechanical and electrical services, which are to remain in use until provisions have been made to relocate or reconnect them promptly; obtain approval of the owner of the time and duration of disconnection.

INSTALLATION OF COMPONENTS

Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.

Mounting Heights: Where mounting heights are not indicated, mount at heights directed by the architect.

Separate incompatible materials with suitable materials or spacing. Prevent cathodic corrosion.

Provide all anchors and fasteners required and use methods necessary to securely fasten work. Allow for thermal expansion and contraction, and for building movement.

Joints in Exposed Work: Make joints in uniform widths. Where joint locations are not indicated, arrange joints for the best visual effect. When in doubt, obtain Architect's instructions.

After installation, adjust operating components to proper operation.

PROCEDURES FOR CORRECTION OF WORK

The following must be replaced (repair is not acceptable):

- Damaged surfaces exposed to view, which cannot be repaired without visible evidence of repair.
- Components which cannot be repaired to proper operating condition.
- Chipped and broken glass.
- Scratched transparent materials.
- Scratched reflective surfaces.

Repair or Replace:

- Components which do not operate properly.
- Surfaces exposed to view which cannot be cleaned to original condition.
- Permanent facilities used during construction.
- Other defective work.

Acceptable Repair Methods:

- Replacing parts.
- Refinishing.
- Touching up with matching materials.
- Proper adjustment of equipment.

When it is necessary to deviate from the contract documents in order to accomplish corrective action, submit a field correction request.

Restore permanent facilities used during construction to specified condition. Restore existing facilities used during construction, and existing facilities affected by construction operations, to original condition.

FINAL CLEANING

Dispose of debris in a lawful manner. Do not burn or bury debris on the site. Do not dispose of volatile wastes in storm or sanitary drains.

FACILITY STARTUP

Put each item of equipment and each system into full, satisfactory operation.

Prior to Startup:

- Verify that the equipment and systems are complete, correctly connected to utilities, and tested.
- Comply with the requirements of manufacturer.
- Inspect and test as required to ensure that work is installed as specified and to determine suitability for energizing.
- Provide power for startup and testing.
- Change over from temporary to permanent utility sources.
- Re-adjust and lubricate operating components as required to ensure smooth and unhindered operation.
- When required by manufacturer, have manufacturer representative prepare for startup or supervise such preparation.

Notify the Architect at least one week prior to startup of each item and system.

Demonstrate the operation of equipment and systems to the architect during the inspection for substantial completion.

PROJECT COMPLETION PROCEDURES

Complete the work, prior to substantial completion, as required to obtain consent to occupancy from the governing authorities.

Arrange for final inspections by governing authorities to be accomplished prior to substantial completion.

Obtain certificate of occupancy.

If temporary locking systems differ from permanent locking systems, change over to permanent systems prior to substantial completion.

Final Extermination: The Contractor shall engage a licensed exterminator to make final inspection and rid the project of rodents, insects, and other pests.

Upon request of the contractor, the owner will perform inspection for substantial completion.

No partial certificates of substantial completion will be issued.

END OF SECTION

CLOSE-OUT DOCUMENTATION CHECKLIST

Project: Main Gymnasium Improvements
Sanderson High School

Project No.

Contractor:

Substantial Completion Date

Note: When all of the following documents have been completed and received, this checklist should be completed. Copies of documents should accompany the final application for payment as noted below by asterisks. The original checklist and original documents should be filed in the project's "co" file when completed.

1. ☐ Fully Executed Certificate of Substantial Completion with attached punch list.
2. ☐ Fully Executed Final Change Order
3. ☐ Final Approved Application for Payment.
4. ☐ ** Consent of Surety to Final Payment.
5. ☐ ** Contractor's Affidavit of Release of Liens (properly signed, notarized, etc., with no exceptions).
6. ☐ ** Contractor's Affidavit of Payment of Debts and Claims (properly signed, notarized, etc., with no exceptions).
7. ☐ ** Properly executed release of liens by subcontractors and/or vendors (if applicable for those who have had problems with payments, etc.).
8. ☐ ** Certificate of Occupancy from proper municipality.
9. ☐ ** Contractor's One-Year Warranty (notarized).
10. ☐ Warranty summary sheet and original warranties for specific items (roofs, motors, etc.).
11. ☐ ** Contractor's certification letter per General Conditions Section 9.9.2.5.
12. ☐ ** Certification letter from Contractor stating that no asbestos containing materials were used.
13. ☐ ** Certification letter from Architect (or Engineer) regarding asbestos, per EPA regulations.
14. ☐ ** Architect's and MEP Engineer's certification letter saying punchlist is complete, the work is per contract requirements, and recommending final payment be made to Contractor.
15. ☐ ** Architect's (or Engineer's if A/C project) letter regarding liquidated damages.
16. ☐ ~~Transmittal indicating keys have been given to Principal signed by Principal.~~
17. ☐ Final list of all subcontractors with names, addresses, and phone numbers (especially emergency numbers).
18. ☐ Record drawings received from A/E and cover letter from Architect and Engineer saying they have been reviewed and are as complete and accurate as possible.
19. ☐ Operations and Maintenance Manuals and cover letter from Architect and Engineer saying they are complete and have been reviewed.
20. ☐ ~~Certified Testing and Balancing Report for HVAC System with cover letter indicating it has been reviewed and approved by consulting Engineer.~~
21. ☐ ~~Finish Hardware Bidding List (from hardware supplier through General Contractor).~~

Project Manager's Signature

Date

*copy of cover document only to be attached with copy of checklist to final application for payment and kept in project accounting notebook

**copy of document

SECTION 018000 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

SUMMARY

Section Includes:

Project record documents consisting of:

- Record drawings.
- Record project manual (specifications).
- Record submittals:
 - Shop drawings.
 - Product data.
 - Samples.
 - All other submittals.

Related Sections:

Operation and maintenance data: Elsewhere in Division 1.

Warranties: Elsewhere in Division 1.

SUBMITTALS

Project Record Documents: Submit after substantial completion, but prior to final completion.

Record drawings: Submit in form of opaque prints.

Sets shall include all drawings, whether changed or not.

Other record documents: Submit originals or good quality photocopies.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

MAINTENANCE OF PROJECT RECORD DOCUMENTS

Do not use record documents of any type for construction purposes.

Maintain record documents in a secure location at the site while providing for access by the contractor and the architect during normal working hours; store in a fire-resistive room or container outside of normal working hours.

Record information as soon as possible after it is obtained.

Assign a person or persons responsible for maintaining record documents.

Record the following types of information on all applicable record documents:

Dimensional changes.
New and revised details.
Depths of foundations.
Locations and depths of underground utilities.
Actual routings of piping and conduits.
Revisions to electrical circuits.
Actual equipment locations.
Sizes and routings of ducts.
Locations of utilities concealed in construction.
Particulars on concealed products which will not be easy to identify later.
Changes made by modifications to the contract; note identification numbers if applicable.
New information which may be useful to the owner, but which was not shown in either the contract documents or submittals.

RECORD DRAWINGS

Each contractor shall maintain a complete set of opaque prints of the contract drawings, marked to show changes which occur due to his work.

Where the actual work differs from that shown on the drawings, mark this set to show the actual work.

Mark location of concealed items before they are covered by other work.

Mark either record contract drawings or shop drawings, whichever are best suited to show the change.

Where changes are marked on record shop drawings, mark cross-reference on the applicable contract drawing.

When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the architect as to the drawing scale and information required.

Keep drawings in labelled, bound sets.

Mark with red pencil.

Mark work of separate contracts with different colors of pencils.

Incorporate new drawings into existing sets, as they are issued.

Where record drawings are also required as part of operation and maintenance data submittals, copy marks to another opaque print obtained from the architect.

RECORD PROJECT MANUAL

Each contractor shall maintain a complete copy of the project manual, marked to show changes which occur due to his work.

Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.

Include a copy of each addendum and modification to the contract.

RECORD SUBMITTALS

Each contractor shall maintain a complete set of all submittals made during construction, marked to show changes which occur due to his work.

Maintain submittals in cardboard file boxes, labeled to show contents.

Sort submittals by applicable specification section and file in order of submittal identification number.

Record Shop Drawings: Record the types of information specified for all record documents.

Mark changes on record shop drawings only when contract drawing would not be capable of showing the change clearly or completely.

Mark changes in manner specified for record drawings.

Record Product Data Submittals: Record the types of information specified for all record documents.

In addition, record the following types of information:

Changes in the products as delivered to the site.

Changes in manufacturer's instructions or recommendations for installation.

Record Coordination Drawings: Record the types of information required for all record documents.

Mark up in the manner specified for record drawings.

TRANSMITTAL TO owner

Collect, organize, label, and package ready for reference.

Provide cardboard file boxes for submittals.

Bind print sets with durable paper covers.

Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by ____" [insert the contractor's name], and the date of preparation.

Submit to the architect for transmittal to the owner, unless otherwise indicated.

END OF SECTION

SECTION 020500 – DEMOLITION

PART 1 - GENERAL

SUMMARY

Section Includes:

Demolition and removal of portions of buildings or structures.

SUBMITTALS

Project Record Documents: Indicate unanticipated structural, electrical, or mechanical conditions.

PROJECT CONDITIONS

Occupancy: The owner will vacate the existing building prior to start of construction.

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

EXAMINATION

Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required.

Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.

PREPARATION

Traffic: Do not obstruct walks or public ways without the written permission of governing authorities and of the owner. Where routes are permitted to be closed, provide alternate routes if required.

PROTECTION

Provide for the protection of persons passing around or through the area of demolition.

Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.

Provide protective measures to ensure free and safe passage of persons to and from occupied areas.

Protect walls, floors, and other new or existing work from damage during demolition operations.

Structural Support: Construct and maintain as necessary to ensure shoring, bracing, and supports the stability of structures.

Damages: Repair any damages caused to facilities to remain without cost to the owner and without delay.

EXPLOSIVES

Do not use explosives on site.

POLLUTION CONTROLS

Control as much as practicable the spread of dust and dirt.

Observe environmental protection regulations.

Do not allow water usage that results in freezing or flooding.

Do not allow adjacent improvements to remain to become soiled by demolition operations.

DEMOLITION

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

Remove and Reinstall: Remove items indicated, clean, service, and otherwise prepare for service; reinstall in the same location (or in the location indicated).

Remove and Install New: Remove and dispose of items indicated and install new items in the same location (or in the location indicated).

Remove and Salvage: Items indicated to be salvaged will remain the owner's property. Carefully remove and clean items indicated to be salvaged, pack or crate to protect against damage, identify contents of containers and deliver to the locations indicated.

Remove and Scrap. Remove and dispose of items indicated. Items of value to the contractor: Do not store removed items on site.

Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the designer's permission, the contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.

Perform work in a systematic manner.

Perform selective demolition using methods, which are least likely to damage work to remain and which will provide proper surfaces for patching.

Remove debris daily.

DISPOSAL OF DEMOLISHED MATERIALS

Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site.

Transport resulting from demolition operations materials and legally dispose of off-site.

Do not burn removed materials on project site.

Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

CLEANING

Remove tools and equipment.

Broom clean interior areas.

Dispose of scrap.

Leave exterior areas free of debris.

Clean soils, smudges, and dust from surfaces to remain.

Return structures and surfaces to remain to condition existing prior to commencement of demolition.

END OF SECTION

SECTION 079000 - JOINT SEALERS

PART 1 - GENERAL

SUMMARY

Section Includes:

The sealing of joints indicated on schedule at the end of this section.

The sealing of exterior joints, including:
Joints around perimeter of frames.

The sealing of interior joints, including:
Wall joints.
Joints around perimeter of frames.

The sealing of other joints indicated on drawings.

Joints of a nature similar to that of joints indicated on the schedule shall be sealed with same sealer, whether indicated on drawings to be sealed or not.

DEFINITIONS

Substrates:

M-type substrates: Concrete, concrete masonry units, brick, mortar, natural stone. The term "masonry" means brick, stone, and concrete masonry work.

G-type substrates: Glass and transparent plastic glazing sheets.

A-type substrates: Metals, porcelain, glazed tile, and smooth plastics.

O-type substrates: Wood, unglazed tile; substrates not included under other categories.

SUBMITTALS

Product Data: Manufacturer's data on each joint sealer, with instructions for substrate preparation and installation.

Samples for Color Selection: Cured samples of actual products showing manufacturer's full range of colors. (Products exposed to view only.)

Certified Product Test Reports: Independent testing agency reports showing compliance with all specified requirements.

Reports may be on tests conducted up to 24 months before submission, provided the products tested were aged specimens of the same formulation as that to be used.

QUALITY ASSURANCE

Mock-ups: Before beginning installation, install sealers in joints in actual construction as directed by the architect, to show color, materials, and installation. Keep mock-ups intact as the standard for evaluating the completed work.

DELIVERY, STORAGE, AND HANDLING

Deliver materials in original containers or bundles with labels showing manufacturer, product name or designation, color, shelf life, and installation instructions.

PROJECT CONDITIONS

Environmental Limitations: Do not install sealers if any of the following conditions exist:

Air or substrate temperature exceeds the range recommended by sealer manufacturer or is below 40 degrees F (4.4 degrees C).

Substrate is wet, damp, or covered with snow, ice, or frost.

Dimensional Limitations: Do not install sealers if joint dimensions are less than or greater than that recommended by sealer manufacturer; notify the architect and get sealer manufacturer's recommendations for alternative procedures.

PART 2 - PRODUCTS

MATERIALS - GENERAL

General: Provide only products which are recommended and approved by their manufacturer for the specific use to which they are put and which comply with all requirements of the contract documents.

For each generic product, use only materials from one manufacturer.

Provide only materials which are compatible with each other and with joint substrates.

Colors of exposed sealers: As selected by the architect from manufacturer's standard colors.

Products: The products listed for each generic type, provided they comply with requirements of the contract documents, will be among those considered acceptable.

ELASTOMERIC SEALANTS

Elastomeric Sealants - General: Chemically curing elastomeric sealants of types indicated, complying with ASTM C 920, including specific Type, Grade, Class, and Uses indicated, as well as all other requirements specified.

Where movement capability exceeding that measured by ASTM C 920 is specified, sealant shall withstand the total movement indicated while remaining in compliance with the other requirements specified, when tested in accord with ASTM C 719, with base joint width measured at the time of application.

For M-type substrates: Comply with requirements for Use M.

For G-type substrates: Comply with requirements for Use G.

For A-type substrates: Comply with requirements for Use A.

For O-type substrates: Comply with requirements for Use M (minimum) and Use O for the particular substrate.

High Strength Silicone Sealant: One-part, acid- or non-acid-curing, Type S, Grade NS, Class 25, Use NT; with not over plus or minus 30 percent movement capability.

Products:

"Dowsil 795"; Dow Corning Corporation.

"Dowsil 999A"; Dow Corning Corporation.

"SCS2000 Silpruf"; GE Silicones.

"890 NST"; Pecora Corporation.

"Spectrem 3"; Tremco, Inc.

SEALANT BACKERS

Backers - General: Nonstaining; recommended or approved by sealant manufacturer for specific use.

Backer Rods: Flexible, nonabsorbent, compressible polyurethane foam, either open-cell or non-gassing closed-cell, unless otherwise restricted by sealant manufacturer; preformed to appropriate size and shape.

MISCELLANEOUS MATERIALS

Primers: As recommended by sealer manufacturer.

Cleaners: As recommended by sealer manufacturer and not damaging to substrates.

Masking Tape: Nonabsorbent, nonstaining.

Tooling Agents: Approved by sealant manufacturer; nonstaining to sealant and substrate.

PART 3 - EXECUTION

EXAMINATION

Examine joints for characteristics that may affect sealer performance, including configuration and dimensions.

Do not begin joint sealer work until unsatisfactory conditions have been corrected.

PREPARATION

Cleaning: Just before starting sealer installation, clean out joints in accord with recommendations of sealer manufacturers and as follows:

Remove all material that could impair adhesion, including dust, dirt, coatings, paint, oil, and grease.
Exception: Materials tested to show acceptable adhesion and compatibility.

Dry out damp and wet substrates thoroughly.

Clean M-type and O-type substrates by suitable mechanical or chemical methods.

Remove loose particles by vacuuming or by blowing with oil-free compressed air.

Concrete: Remove laitance and form-release coatings.

Clean A-type and G-type substrates by chemical or other methods which will not damage the substrate.

Use methods which will not leave residues that will impair adhesion.

Priming: Prime substrates as recommended by sealer manufacturer.

Masking Tape: Use masking tape to keep primers and sealers off of adjacent surfaces which would be damaged by contact or by cleanup. Remove tape as soon as practical.

Install fillers where needed to provide proper joint depth or support for sealant backers.

INSTALLATION

Comply with sealer manufacturers' installation instructions and recommendations, except where more restrictive requirements are specified.

Gunnable and Pourable Sealants: Comply with recommendations of ASTM C 1193.

Sealants in Acoustical Assemblies: Comply with recommendations of ASTM C 919.

Backers:

Install backers at depth required to result in shape and depth of installed sealant which allows the most joint movement without failure.

Make backers continuous, without gaps, tears, or punctures.

Do not stretch or twist backers.

If backers become wet or damp before installation of sealant, dry out thoroughly before proceeding.

Sealants: Use methods recommended by manufacturer; completely fill the joint; make full contact with bond surfaces; tool nonsag sealants to smooth surface eliminating air pockets.

Use concave joint shape shown in Figure 5A in ASTM C 1193, where not otherwise indicated.

PROTECTION AND CLEANING

Clean surfaces adjacent to joints as work progresses and before sealants set using methods and materials approved by manufacturers of sealers and of surfaces to be cleaned.

Protect joint sealers from contamination and damage.

Remove and replace damaged sealers.

SCHEDULE OF JOINT SEALERS

General: Unless otherwise indicated, joints around perimeter of frames, where indicated to be sealed, are to be sealed using sealer specified for the substrate adjacent to the frame.

Exterior and Interior Joints for Which No Other Sealer Is Indicated:

Use one of the following sealants:

High strength silicone sealant.

Backer: Backer rod.

Joint shape: Concave joint configuration.

END OF SECTION

SECTION 096400 – WOOD ATHLETIC FLOOR SYSTEM

PART 1 - GENERAL

SUMMARY

Removal of maple strip flooring including the wood sleepers. Removal of resilient vented wall base. The existing approximately 2 ½" recessed concrete slab subfloor shall remain.

Provide low profile, floating, cushioned system comprised of two layers of plywood crossed and tacked with cushioning pads affixed to the bottom and maple strip flooring nailed to the top. Provide resilient vented wall base.

The wood athletic floor system shall be installed on 6 mil vapor barrier over the existing recessed concrete slab subfloor.

QUALITY ASSURANCE

All system component parts must be supplied by single wood flooring system manufacturer.

Manufacturer shall be an established firm experienced in field and have been in business for a minimum of ten (10) years.

The flooring contractor must be approved by wood flooring system manufacturer and shall have a minimum of ten (10) years of experience.

Flooring materials must be allowed to acclimate to building conditions on the jobsite in a dry, well-ventilated area, not in contact with masonry, and shall be installed at moisture content not to exceed 8% except in areas of constant high humidity where the moisture content of the flooring shall not exceed 10%.

Related Sections:

Section 126613 – Telescopic Seating

SUBMITTALS

Manufacturer's Product Data: Submit manufacturer's specifications of wood flooring system.

Samples: Submit one (1) sample of wood flooring panel, 24"x24" size. Sample to be made by the manufacturer and so indicated.

Maintenance Literature: Submit "MFMA Care and Preservation of Your Wood Floors".

Certification: Installer's qualifications and certification from the wood flooring manufacturer.

Certification: Suppliers shall submit certificates attesting that materials furnished will meet specifications for grade, quality, dryness and treatment.

DELIVERY, STORAGE AND HANDLING

Materials shall not be delivered until room temperature of 55-80 degrees Fahrenheit and relative humidity of 35-50 % are to be maintained. Ideal installation/storage conditions are the same as those, which will prevail when building is occupied.

PROJECT CONDITIONS

Coordinate and verify with owner the operation of existing heating and air conditioning system prior to the wood flooring installation.

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

The existing floor shall be dry, free of foreign materials, and broom cleaned. Moderate room temperature of 65 degrees or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate humidity conditions, which will prevail when the building is occupied. Care should be taken to maintain humidity within the range of 35% to 50%.

After floors are finished, area to be kept locked by general contractor to allow curing time for the finish. If after required curing time general contractor or owner requires use of gym, he shall protect the floor by covering with non-fibred kraft paper or red rosin paper with taped joints, until acceptance by owner complete gymnasium floor.

WARRANTY

Wood flooring system manufacturer shall warranty the material it ships to be free from defects in materials and workmanship for a period of one year and the flooring installer warrants the installation of the flooring to be free of defects in materials and workmanship for a period of one year. The exclusive remedy under this warranty shall be replacement of defective material supplied by wood flooring system manufacturer or correction of defective installation by the flooring installer.

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURERS:

Basis of Design: For purpose of determining minimum performance and quality standards, this specification is based upon ActionCush 1 system as manufactured by Action Floor Systems, LLC.

Athletic Wood Floor System Manufacturers listed below are acceptable subject to compliance with requirements:

Aacer Cush II system, Aacer Flooring, LLC
Duracushion I system, Connor Sports Flooring Corporation
Bio Cushion Classic system, Robbins Sports Surfaces

MATERIALS

Flooring:

Flooring shall be hard maple standard strip flooring, graded, marked and stamped in accordance with the standards established by the Maple Flooring Manufacturers Association (MFMA).

Grade: shall be MFMA second and better grade.

Size: 25/32" x 2-1/4" strips, Action Long-Length strip.

Wood flooring shall be treated by manufacturer with Woodlife F.

Subfloor:

Vapor barrier shall be 6-mil polyethylene.

PVC resilient pads shall be approximately 5/8" thick by 2-1/4" wide by 3" long with six fully enclosed air channels.

Panels shall be 15/32" x 4' x 8' CDX plywood sheathing.

Tack nails shall be 1" cleats or 1" staples.

Flooring nails shall be 2" cleats or 2" staples.

Total flooring system thickness: 2 3/8"

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

Wall Base: Wall base shall be 4" x 3" vented cove base with premolded outside corners, and mitered inside corners as supplied by wood floor system manufacturer. Wall base color shall be selected after contract award from the manufacturer's standard colors.

Floor Logos and Game Lines: Provide manufacturer's floor paint compatible with the floor finish. It is the owner's intent to replicate the existing school logos and game lines on the replacement athletic wood flooring. Contractor shall visit the Main Gymnasium prior to bid to observe the existing conditions. Contractor shall generate record documents of the existing school logos and game lines painted on main gymnasium floor prior to flooring demolition and provide a proof of school logo and game lines for owner's approval. Contractor shall include up to two (2) proof revisions in his bid as would be requested by the owner. Logo and game line colors shall be as approved by the owner.

PART 3 - EXECUTION

INSPECTION

Inspect existing flooring for proper tolerance and dryness. Report any discrepancies in writing to the architect.

SURFACE PREPARATION

All work to put the existing flooring in acceptable condition shall be the responsibility of the contractor. The preparation of the existing concrete floor slab by either grinding to remove the protrusions or providing concrete topping to level the depressions shall be included in the contract as per Unit Prices and Allowances.

INSTALLATION

Cover existing recessed concrete slab subfloor with polyethylene vapor barrier lapping edges 6".

PVC pads shall be attached to the underside of the first layer of plywood 12" on center. 32 pads per 4' x 8' sheet.

Provide solid blocking in lieu of PVC pads at areas that will receive the telescopic seating. Refer to the drawings for the layout of telescopic seating.

Place the first layer of plywood diagonal or perpendicular to the intended direction of the finish flooring.

Nail or staple the second layer of plywood without pads at a 45-degree angle or at right angles to the first layer with 1" staples or nails on approximately 1-foot centers, 32 fasteners per sheet. No joint in the second layer of plywood shall coincide with a joint in the first layer. Allow 1/4" between panels at sides and edges, and a 2" expansion void at walls and vertical obstructions.

Machine nail strip flooring into second layer of plywood parallel to the long dimension of the area. Provide adequate expansion at regular intervals across the floor during installation as dictated by the average humidity conditions of the area according to the recommendations of the local Action Floor Systems, LLC flooring contractor. Provide 2" expansion voids at perimeters and all vertical obstructions. Install vent cove base over perimeter voids and metal thresholds at doorways.

FLOOR SANDING

Use coarse, medium and fine grade sandpaper.

After sanding with drum sander, buff entire floor using 100 grit screenback or equal grit sandpaper, with a heavy-duty buffing machine.

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

Vacuum or tack floor before first coat of finish.

Floor shall present a smooth surface without drum stop marks, gouges, streaks or shiners.

FINISHING

Inspect entire area of floor to ensure that the surface is acceptable for finishing, completely free from sanding dust and perfectly clean.

Apply seal and finish per manufacturer's instructions.

Screenback or steel wool and vacuum or tack between each coat after it dries.

Apply logos and game lines accurately after the seal coat, after buffing and vacuuming. Lay out in accordance with the approved drawings. Lines shall be straight with sharp edges in colors selected by the owner. Logo and Game line paint shall be compatible with finish.

BASE INSTALLATION

Affix rubber base to wall with recommended adhesive or screws. Miter all corners carefully. Use premolded outside corners. Install aluminum thresholds as required, anchoring firmly in concrete floor beyond limits of wood flooring.

CLEAN UP

Clean up all unused materials and debris and remove from premises.

MAINTENANCE

Upon completion of floor installation, flooring contractor shall provide training for the owner's designated personnel for care and maintenance of the athletic wood floor system and transmit the maintenance instructions of the MFMA.

END OF SECTION

SECTION 099000 - PAINTING

PART 1 - GENERAL

SUMMARY

Section Includes:

- Painting and finishing of exposed interior items and surfaces.
- Painting and finishing of exposed exterior items and surfaces.
- Field painting of exposed electrical items.
- Field painting of exposed mechanical items.

Section does not include:

- Factory finishing of manufactured products.
- Painting of concealed surfaces, unless specifically indicated.
- Prefinished metal surfaces.
- Moving parts of equipment.

DEFINITIONS

DFM (dry film mils): Thickness, measured in mils, of a coat of paint in the cured state.

SUBMITTALS

Product Data: Manufacturer's technical data sheets for each coating.

Material analysis including vehicle type and percentage by weight and by volume of vehicle, resin, and pigment.

Application instructions including mixing, surface preparation, compatible primers and topcoats, recommended wet and dry film thickness, recommended application methods.

Color and Texture Samples:

Provide for each coating system, color, and texture and applied to representative substrate samples.

Prepare samples to show bare, prepared surface and each successive coat.

Label each sample with coating name and color.

Miscellaneous substrates: 12-by-12-inch hardboard.

Concrete masonry: 8-by-16-inch samples; include mortar joint.

Wood: 8-inch square samples for surfaces; 8-inch long samples for trim.

Metal: 5-by-7-inch samples.

QUALITY ASSURANCE

Materials:

All coating materials required by this section shall be provided by a single manufacturer, unless otherwise required or approved.

Applicator: Firm with not less than 5 years of successful experience in painting work similar in scope to work of this project.

Maintain throughout duration of the work a crew of painters who are fully qualified to satisfy requirements of the specifications.

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

DELIVERY, STORAGE, AND HANDLING

Delivery: Deliver materials in manufacturer's original containers bearing coating name and color, material composition data, date of manufacture, legal notices if applicable, and mixing, thinning, and application instructions.

Storage:

Store materials in an orderly fashion and in clean, well-closed containers with labels intact.
Maintain above 40 degrees F. Do not allow materials to freeze.

PROJECT CONDITIONS

Apply coatings only under the following environmental conditions:

Air and surface temperatures are between 50 and 100 degrees F, unless otherwise recommended by manufacturer.

Surface temperature is at least 5 degrees F above dew point.

Relative humidity is less than 85 percent.

Do not apply coatings during inclement weather except within enclosed, conditioned spaces.

Provide temporary lighting to achieve a well-lit surface with a level of at least 80 footcandles measured mid-height.

Provide continuous ventilation and heating to prevent accumulation of hazardous fumes and to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and for 48 hours after application of finishes, or longer if required to obtain full cure as indicated by manufacturer's instructions.

COORDINATION

General: Perform work in proper sequence with work of other trades to avoid damage to finished work.

Coordination: Where special coatings will be applied over shop coatings specified in other sections, coordinate work of such other sections to ensure that only approved, compatible primers are applied.

Furnish the architect with product data on both coatings demonstrating coating compatibility.

MURALS, WALL PAINTED LETTERING AND LOGOS

It is the owner's intent to replicate the existing mural at Main Gymnasium north wall. Contractor shall visit the Main Gymnasium prior to bid to observe the existing conditions. Contractor shall generate record documents of the existing mural design and provide a proof for the owner's approval prior to repainting the mural. Contractor shall include up to two (2) proof revisions in his bid as would be requested by the owner. Mural colors shall be as approved by the owner.

It is the owner's intent to replicate the existing background, lettering and logos at main gymnasium south wall gypsum wallboard fascia. Contractor shall generate record documents of the existing lettering and logos and provide a proof for owner's approval prior to repainting. Contractor shall include up to two (2) proof revisions in his bid as would be requested by the owner. Colors shall be as approved by the owner.

MAINTENANCE STOCK

At time of completing application, deliver stock of maintenance material to the owner. Furnish not less than one properly labeled and sealed 1-gallon can of each type of finish coat of each color, taken from lots furnished for the work.

PART 2 - PRODUCTS

MANUFACTURERS

The brand-name products listed in the schedule at the end of this section and made by the following manufacturer are the basis of the contract documents:

The Sherwin-Williams Company.

Provide the products listed.

PRODUCTS

Colors:

For multicoat systems, apply each coat using a successively darker tint or shade, unless approved otherwise.

Top coat colors: As indicated in color schedule.

Lead Content:

Not more than 0.06 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film.

Exception: Where permitted by applicable regulations.

PART 3 - EXECUTION

INSPECTION

Verify that surfaces and conditions are ready for work in accordance with coating manufacturer's recommendations.

Prior to commencement of work, examine surfaces scheduled to be finished.

Report any unsatisfactory conditions in writing.

Do not apply coatings to unsatisfactory substrates.

Beginning painting work on an area will be deemed construed acceptance of surfaces in that area.

SURFACE PREPARATION

Apply coatings to surfaces that are clean and properly prepared in accordance with manufacturer's instructions and as herein specified. Remove dirt, dust, grease, oils, and foreign matter. Prepare surface for proper texture necessary to optimum coating adhesion and intended finished appearance. Plan cleaning, preparation, and coating operations to avoid contamination of freshly coated surfaces.

Do not apply coatings to labels that identify equipment, fire-resistance ratings, etc.

Remove hardware, cover plates, and similar items before applying coatings.

Provide protection for non-removable items not scheduled for coating. After application of coatings, install removed items. Use only skilled workmen for removal and replacement of such items.

Protect surfaces not scheduled for coating. Clean, repair, or replace to the satisfaction of the architect any surfaces inadvertently spattered or coated.

Masonry:

Apply coatings to fully cured surfaces that are at least 28 days old.

Perform any required surface repairs before applying coatings. Remove any fins or protrusions from surface. Patch any holes and cracks in an approved manner. Verify the joints are struck flush or concave unless otherwise specifically required.

Clean surface of all dirt, oil, wax, grease, or other contaminants. Use appropriate detergents and hot water. Thoroughly flush cleaning agents from surface.

Ferrous Metal:

Clean and prepare surface profile in accordance with the applicable SSPC specifications for hand tool or power tool cleaning.

Intricate fabricated shapes may be pickled in lieu of hand or power tool cleaning.

Before hand or power tool cleaning, remove visible oil, grease, soluble welding residue, and salts by solvent cleaning. After hand or power tool cleaning, reclean surfaces if necessary.

Before touching up coatings damaged by handling or welding, reprepare damaged surfaces.

Galvanized Metal: Solvent clean in accordance with SSPC specifications.

Gypsum Board:

Latex-fill minor defects.

Spot-prime defects after repair.

Mildew:

Remove mildew by scrubbing with solution of trisodium phosphate and bleach.

Rinse with clean water and allow surface to dry.

Insulated Coverings:

Remove dirt, grease, and oil from canvas, cotton, and other insulated coverings to be painted.

Previously Painted Surfaces:

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as described above.

MIXING AND THINNING

Remove and discard any skin formed on surface of coatings in containers. Discard any containers where skin comprises 2 percent or more of the remaining material. Do not add thinner except as specifically recommended (not merely permitted) by the coating manufacturer for proper coating application under the circumstances prevailing at the project site when application equipment recommended by the coating manufacturer is employed. Use only the quantities and the types of thinner recommended.

Mix materials using mechanical mixers in accordance with coating manufacturer's instructions. Agitate mixed materials during application if recommended by manufacturer.

Combine multi-component paints in quantities needed for use within the manufacturer's recommended pot life at the anticipated application temperatures. Discard remaining mixed material after pot life has expired.

Strain pigmented coatings after mixing except where mechanical application equipment is provided with effective strainers.

Tinting: Except where coating materials cannot be tinted, tint each successive coat of paint a sufficiently contrasting color to facilitate identification of complete coating coverage.

APPLICATION

General:

Apply coatings in accordance with coating manufacturer's instructions and using application method best suited for obtaining full, uniform coverage of surfaces to be coated.

Employ only application equipment that is clean, properly adjusted, in good working order, and of the type recommended by the coating manufacturer.

Apply each coat to achieve the dry film thickness per coat recommended by the coating manufacturer. Application rates in excess of those recommended and fewer numbers of coats than specified will not be accepted.

Completed coatings shall be free of defects such as runs, sags, variations in color, lap or brush marks, holidays, and skips.

Apply coatings according to the schedule at the end of this section and as otherwise indicated. Coat all similar surfaces not specifically mentioned unless specifically exempted.

Ensure that all surfaces receive a dry film thickness equivalent to those of flat surfaces.

Coat front and back of miscellaneous items such as covers, access panels, and grilles. Apply fully finish coats behind movable items of furniture and equipment before installation. Apply prime coat only behind non-movable items of furniture and equipment before installation.

Sand gloss coats before applying subsequent coatings.

Remove coatings not in compliance with this specification, reclean and re-prepare surfaces as specified, and apply coatings to comply with the contract documents.

Scheduling:

Apply first coat of material to properly prepared surfaces without delay.

Apply successive coats within the time limits recommended by the manufacturer.

Mechanical and Electrical Items:

Paint electrical items exposed to view in finished spaces.

Paint mechanical items exposed to view in finished spaces.

Color-code items in accordance with color schedules.

Paint the following mechanical items:

Piping and supports.

Ducts and insulation.

Motors and supports.

Others as indicated on drawings.

Paint the following electrical items:

Conduit and fittings.

Others as indicated on drawings.

PRIME COATS

General:

Field apply bottom coats scheduled except where the contract documents require shop coating of ferrous metals.

Where first coat shows signs of suction spots or poorly sealed areas, reapply first coat material to adequately seal surface before proceeding with successive coats.

Apply block fillers using manufacturer's recommended application techniques and achieving a pinhole-free surface.

Ferrous metals that have not been shop primed shall be field primed promptly after arrival at the site or shall be stored away from the effects of weather.

Reprepare and retouch damaged prime coats using approved, compatible primer.

FINISH COATS

Number of Coats and Minimum Coating Thickness:

Apply not less than the number of coats indicated.

Apply each coat to achieve not less than the dry film thicknesses indicated per coat.

Apply additional coats at no additional cost to the owner when necessary to achieve complete hiding, uniform texture, or uniform sheen and appearance.

CLEANING AND PROTECTION

Cleaning:

Clean work area on a daily basis; dispose of spent materials and empty containers. If requested, turn over the architect all empty coatings containers used during the course of each day.

Remove all trace of coatings from adjacent surfaces not scheduled to be coated. Remove by appropriate methods that do not damage surfaces.

Protection:

Protect work against damage until fully cured. Provide signs identifying wet surfaces until surfaces are adequately cured.

Shortly before final completion of the project, examine surfaces for damage to coatings and restore coatings to new, undamaged condition.

Touch-up of minor damage will be acceptable where result is not visibly different from surrounding surfaces. Where result is different either in color, sheen, or texture, recoat entire surface.

MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System

SCHEDULE OF COATINGS

METAL - Ferrous Metal, Galvanized Metal – (HM Doors, Windows and Frames)

Latex Systems, Semi-Gloss Finish

1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series
(10.0 mils wet, 4.0 mils dry)

2nd Coat: S-W Pro Industrial Acrylic Semi-Gloss B66-650 Series,

3rd Coat: S-W Pro Industrial Acrylic Semi-Gloss B66-650 Series,
(4.0 mils dry per coat)

METAL - Ferrous Metal, Galvanized Metal – (Guardrails and Handrails)

Epoxy Systems (Water Base) Semi-Gloss Finish

1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series
(10.0 mils wet, 4.0 mils dry)

2nd Coat: S-W Pro Industrial Water Based Pre-Catalyzed Epoxy Semi-Gloss, K46 Series

3rd Coat: S-W Pro Industrial Water Based Pre-Catalyzed Epoxy Semi-Gloss, K46 Series
(4.0 mils wet, 1.5 mils dry per coat)

DRYWALL - (Walls, Gypsum Board)

Epoxy System (Water Base), Eg-Shel Finish

1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W2600
(4.0 mils wet, 1.0 mil dry)

2nd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-150 Series

3rd Coat: S-W Pro Industrial Pre-Catalyzed Waterbased Epoxy, K45-150 Series
(4.0 mils wet, 1.5 mils dry per coat)

MASONRY – (CMU Walls)

Latex Systems, Satin Finish

1st Coat: S-W Loxon Concrete & Masonry Primer Sealer, A24W8300
(8.0 mils wet, 3.2 mils dry)

2nd Coat: S-W A-100 Exterior Latex Satin, A82 Series

3rd Coat: S-W A-100 Exterior Latex Satin, A82 Series
(4.0 mils wet, 1.5 mils dry per coat)

END OF SECTION

SECTION 126613 – TELESCOPIC SEATING

PART 1 - GENERAL

SUMMARY

Section Includes: Telescopic Gym Seating includes wall-attached telescoping stands. electrically operated multiple-tiered seating rows comprising of seat, deck components, understructure that permits closing without requiring dismantling, into a nested configuration for storing or for moving purposes.

Related Sections:

Section 096400 – Wood Athletic Floor System

REFERENCES

Aluminum Association (AA):

ADM 1- Aluminum Design Manual

American Institute of Steel Construction (AISC):

AISC 360- Steel Construction Manual.

American Iron & Steel Institute (AISI):

AISI S100 – Design of Cold Formed Steel Structural Members.

American Society for Testing Materials (ASTM):

ASTM - Standard Specifications for Properties of Materials.

American Wood Council (AWC):

ANSI/AWC NDS (National Design Specification for Wood Construction).

American Welding Society (AWS):

AWS D1.1 Structural Welding Code – Steel

AWS D1.3 Structural Welding Code - Sheet Steel

U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.

International Code Council (ICC), latest edition.

I

CC 300: Standard for Bleachers, Folding and Telescopic Seating and Grandstands.

National Fire Protection Association (NFPA):

NFPA 101, latest edition.

NFPA 5000, latest edition: Building Construction and Safety Code

NFPA 70: National Electrical Code.

National Institute of Standards and Technology (NIST)

PS 1: Structural Plywood.

Southern Pine Inspection Bureau (SPIB):

SPIB: Standard Grading Rules for Southern Pine.

PERFORMANCE REQUIREMENTS

Structural Performance: Engineer, fabricate and install telescopic gym seating systems to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connections. Apply each load to produce maximum stress in each respective component of each telescoping stand unit according to ICC 300.

Manufacturer's System Design Criteria:

Gymnasium seat assembly; Design to support and resist, in addition to its own weight, the following forces:

Live load of 120 lbs. per linear foot on seats and decking.

Uniformly distributed live load of not less than 100 psf of gross horizontal projection.

Parallel sway load of 24 lbs. per linear foot of row combined with above.

Perpendicular sway load of 10 lbs. per linear foot of row combined with uniformly distributed live load above.

Parallel and Perpendicular sway loads are not applied concurrently.

Hand Railings, Posts and Supports: Engineered to withstand the following forces applied separately:

Concentrated load of 200 lbs. applied at any point and in any direction.

Uniform load of 50 lbs. per foot applied in any direction.

Guard Railings, Post and Supports: Engineered to withstand the following forces applied separately:

Concentrated load of 200 lbs. applied at any point and in any direction along top rail.

Uniform load of 50 lbs. per foot applied in any direction at top rail

Uniform load of 50 lbs. applied on an area equal to 1 square foot applied on all guardrail infill panels.

SUBMITTALS

Product Data: For each type of product indicated.

Shop Drawings: For telescoping stands in both stacked and extended positions. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.

Electrical: Indicate power supply requirements.

Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors.

Samples: For units with factory-applied finishes.

INFORMATIONAL SUBMITTALS

Qualification Data: For qualified manufacturer and installer.

Welding certificates.

Product Test Reports: Load test to all loads, observed by a qualified independent testing laboratory, and certified by a registered professional structural engineer verifying the integrity of the manufacturer's design.

Warranty: Manufacturers standard warranty documents.

CLOSEOUT SUBMITTALS

Operation and Maintenance Data: For telescopic bleacher to include video operations manual.

QUALITY ASSURANCE

Manufacturer's Qualifications: A minimum of 40 years of experience manufacturing telescoping stands and can demonstrate continual design enhancement and 25-year minimum product life-cycle support of telescopic seating.

Installer Qualifications: Factory certification by the manufacturer.

Project list: Ten projects of similar size, complexity and in service for at least five years.

Welding Qualifications: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

DELIVERY, STORAGE AND HANDLING

Deliver telescoping stands in manufacturers packaging clearly labeled with manufacturer name and content.

Handle bleacher equipment in a manner to prevent damage.

Deliver the telescoping stands at a scheduled time for installation that will not interfere with other trades operating in the building when at all possible.

PROJECT CONDITIONS

Field Measurements: Coordinate actual dimensions of construction affecting telescoping stands installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

WARRANTY

Manufacturer's Warranty: Includes the repair or replacement of the defective product; or defective component thereof, with a comparable product; or component thereof, or a refund of the purchase price prorated over the warranty period.

Includes: Labor, materials, and freight for replacement or repairs.

Structural Component parts of Understructure Warranty Period: 10 years from Date of Acceptance

Decking systems, seating collections, electrical, portable and integral dolly systems, end closure curtains, surface material finishes Warranty Period 5 years from Date of Acceptance.

PART 2 - PRODUCTS

Wood:

Lumber: NIST PS 20, southern pine complying with SPIB's "Standard Grading Rules for Southern Pine Lumber" for B&B Finish (B and better) grade-of-finish requirements.

Plywood: NIST PS 1, APA-grade trademarked, A-C grade.

Steel:

Structural-Steel Shapes, Plates, and Bars: ASTM A36.

Galvanized-Steel Sheet: ASTM A653, coating designation G60.

Uncoated Steel Strip; Non-Structural Components: ASTM A1011, Commercial Quality, Type B, Hot-Rolled Strip.

Uncoated Steel Strip; Structural Components: ASTM A1011 Grade 33, Grade 36, Grade 40, Grade 45, or Grade 50, Structural Quality, Hot-Rolled.

Galvanized Steel Strip: ASTM A653 Grade 40, structural quality, coating designation G60.

Tubing: ASTM A500, cold formed; Grade B.

Polyethylene Plastic: High-density polyethylene; injection molded, color-pigmented, textured, impact-resistant, and dimensionally stable.

ACCEPTABLE MANUFACTURERS:

Basis of Design: For purpose of determining minimum performance and quality standards, this specification is based upon Maxam Series Model MXM 26 as manufactured by Hussey Seating Company.

Products of the Telescopic Seating Manufacturers listed below are acceptable subject to compliance with requirements:

Interkal
Irwin Seating Company

TELESCOPING STANDS

Wall-Attached Telescoping Stands: Forward-folding system with the rear of the understructure permanently attached to the floor and to the rear wall. Rear wall provides structural support and must support loads imposed by the bleacher.

DIMENSIONAL AND OPERATIONAL CRITERIA

Dimensions:

Bank Length: 112'-0".
Aisle Width: As indicated on drawings.
Number of Tiers: 8.
Row Spacing: 24 inches.
Row Rise: 9-5/8 inches.
Open Dimension: 15'-6".
Closed Dimension: 3'-6".
Overall Unit Height: 6'-5".
Net Capacity: 1,000.

Operation: Integral Power.

Integral Power: Pendant control unit.

Limit Switches: Automatically stop integral power system when telescoping stands reach fully opened or closed positions.

Motion Monitor: Flashing light with self-contained warning horn, rated at 85 dB, activates when stands are in motion.

SEATING

Polymer Seat System: Courtside Collection XC10.

Material: Gas assist injection-molded, 100 percent recyclable HDPE, high density polyethylene.

Module Size: 18 inches long by 10 inches deep.

Module Load: Tested to 600 lbs.

Seat height range from deck to top of seat: 16-1/8 inches.

Integrally molded end caps at aisle end locations.

Integrally molded recess pockets to accept seat number and row letters.

Integrally molded rear closure panel at back of seat to allow for "continuous clean sweep" of debris at deck level and minimized visibility of structural ribbing.

Color: As selected by Architect from manufacturers 15 standard colors.

ADA Accessible Seating:

Locate first tier modular units to provide wheelchair-accessible seating at locations indicated on Drawings.

Permanent ADA Units: first-tier fixed end-section units with a full width front closure panel, extending from underside of second tier to within 1-1/2 inches of finished floor.

RAILS, PANELS AND STEPS

End Rails: Provide steel self-storing starting no higher than tier 2, 42 inches high above seat, end rail with tubular supports and intermediate members designed with 4 inch sphere passage requirements.

Material and Finish: Semi-gloss powder coated steel.

Color: As selected by Architect from manufacturers 15 colors.

Center Aisle Rails: Provide manual rotating single pedestal mount handrails 34 inches high with terminating mid rail. Permanently attached handrail shall rotate in a permanently mounted socket for rail storage. Rail shall deploy easily, lock in the use position, and require intent and effort to unlock, and return to the stowed position. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable.

Material and Finish: Semi-gloss powder coated steel.

Color: As selected by Architect from manufacturer's 15 colors.

Front Rail: Provide not less than 30 inches high above deck, steel rails with tubular supports and intermediate members designed with 4 inch sphere passage requirements.

Skirt Panel: On 1st Row, provide galvanized steel front skirt panel to prevent players/objects from sliding underneath the first row.

Fixed Front Closure Panels: Panels extend vertically from underside of front row to within 1-1/2 inches of floor.

Material: Polydeck attached to a powder coated steel framework.

Color: Gray.

End Closure Panels: For closed stack position at each exposed bank end.

Material: Polydeck attached to a powder coated steel framework.

Color: Gray.

Sure-Step Flip-up Front Aisle Step: Permanently hinged to the front row to ensure availability and ease of operation. Two 3" diameter x 3/4" wide non-marking front wheels are provided so that the system can be operated with the Sure-Step in the stored or deployed position. All edges coined, hemmed or radiused with front edge protective rubber bumpers. Abrasive-backed non-slip tread identifier on leading edge of nosing. For aisle widths greater than 6'-0", two side by side hinged steps are provided.

Intermediate Aisle Steps: Fully enclosed, at each vertical aisle. Full radius end caps on all four edges. Adhesive-backed abrasive non-slip tread surface.

COMPONENTS

Decking: Polydeck, 5/8-inch-thick BC grade polyethylene-top-coated tongue and groove Douglas Fir plywood. Polyethylene overlay bonded to substrate, 0.03-inch thickness.

**MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System**

Color: Gray.

Understructure:

Finish: Rust-inhibiting black finish.

Hardware finish: Zinc-plated, Rust inhibiting black finish.

Posi-locks and other surfaces: Powder coated black, Rust inhibiting black finish.

Nose beam and Rear Riser beam: Nose beam shall be continuously roll-formed closed tubular shape of ASTM A653 grade 40. Riser beam shall be continuously roll-formed of ASTM A653 grade 40. Nose and Riser beam shall be designed with no steel edges exposed to spectator after product assembly. Nose beam and riser beams are through-bolted fore/aft to deck stabilizers and frame cantilevers to create the deck structure.

Frame: The frames are welded assemblies (one left hand, one right hand per tier) comprised of the following components:

Lower Track subassembly: ASTM A1011 Grade 50: Continuous Positive Interglide System (casterhorn) interlocks each adjacent frame casterhorn using an integral, continuous, anti-drift feature and captive interlock with adjustable row spacing at front to prevent separation and misalignment.

Lower Track Wheels: 3 per frame Not less than 5 inches diameter by 1-1/4 inches with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil-impregnated bushings to fit 3/8 inch diameter axles secured with E-type snap rings.

Slant Columns: A500 Grade B, tubular shape.

Cantilever Subassembly: Consists of ASTM A1011 Grade 50 nose connection plate, cantilever, and riser attachment plate welded together into a subassembly.

Lock system: Casterhorns at the end sections of powered banks (minimally), and manual sections, contain a Low Profile Posi-Lock LX to lock each row in open position and allow unlocking automatically. Provide adjustable stops to allow field adjustment of row spacings.

Sway Bracing: ASTM A653 grade 40, tension members bolted to columns.

Deck Stabilizer: A1011 Grade 45, member through-bolted to nose and riser at three locations per section. Securely captures front and rear edge of decking at rear edge of nose beam and lower edge of riser beam for entire length of section. Interlocks with adjacent stabilizer on upper tier using low-friction nylon roller to prevent separation and misalignment.

Fasteners: Vibration proof, in manufacturer's standard size and material.

ELECTRICAL OPERATION SYSTEMS

Integral Power

Default operation shall be with a removable pendant control unit which plugs into seating bank for tethered operator management of stop, start, forward, and reverse control of the power operation. Other modes of operation are optional.

PF1/2/3/4: Furnish and install Hussey PF (1/2/3/4), an integral automatic electro mechanical powered frame propulsion system, to open and close telescopic seating.

Electrical - Seating Manufacturer shall provide all wiring within seating bank, including pendant control. Motors, housing, and wiring shall be installed and grounded in complete accord with the National Electrical Code. The control system shall operate at low voltage (24V). The electrical contractor shall perform all connections at and upstream of the equipment specified herein and ensure that supplied voltage drops no more than 4% below nominal where power connects thereto.

MAIN GYMNASIUM IMPROVEMENTS
SANDERSON HIGH SCHOOL
Wake County Public School System

Each unit for PF (1/2/3/4) is driven by a 1/2 horsepower, 1725 RPM motor. 115V 1 Phase.

This 1.25 Service Factor motor runs on 115V at 60 Hz and draws a full load current of 6.2 amperes. The required power supply shall be a single phase of 115 Volts, plus neutral plus ground, each with current capacity per the following schedule:

- 15 Amps when 1 or 2 motors on the power supply
- 30 Amps when 3 or 4 motors on the power supply
- 40 Amps when 5 or 6 motors on the power supply

This system shall consist of UL Listed or Recognized components throughout (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors, all correctly sized and compatible under maximum rated load on the motors).

Each pair of Powered Frames shall consist of output shaft gear reducer with 6 inch diameter x 4 inch wide wheels covered with non-marring 1/2 inch thick composite rubber, and operate the bleacher as follows:

PF3 – Pulls at 25 feet / min with 1/2 Hp through 111:1 speed reduction to 4 drive wheels. Maximum pull is approximately 478 lbs.

PFe: Furnish and install Hussey PFe, an integral automatic electro mechanical powered frame propulsion system to open and close smaller telescopic seating sections up to 6 rows.

Electrical

Seating Manufacturer shall provide all wiring within seating bank, including pendant control. Motors, housing, and wiring shall be installed and grounded in complete accord with the National Electrical Code.

The electrical contractor shall perform all connections at and upstream of the equipment specified herein, and ensure that supplied voltage drops no more than 4% below nominal where power connects thereto.

Each unit for PFe is driven by a 1/4 horsepower, 1725 RPM, 117 Volts, 60 Hz., single phase 1.1 service factor motor, drawing a full load current of 4.2 amperes. Power supply required shall be 120 volts single phase plus neutral plus ground service, each with 20-amp capacity.

Mechanical

Each pair of Powered Frames shall be driven through a gearmotor with dual output shaft, 6 inches diameter x 4 inches wide wheels covered with non-marring 1/2-inch-thick composite rubber, and pull the bleacher with approximately 160 lbs. at 25 feet / min.

Options

Limit Switches: Limit switches will automatically stop integral power operation when seating has reached the fully extended or closed position. Manufacturer shall furnish and install both open and closed limit switches for the integral power system. Power operation shall utilize a combination of contactors and limit switches to ensure the wiring is not energized except during operation.

Key Switch Control: Manufacturer shall furnish parts and instructions for installing a key-operated controller on the fixed structure of the facility.

TRANSPORT SYSTEMS

Integral Mechanical Dolly: Provide one pair of machine-screw-jack dollies; per section, for transport of movable telescopic sections. Each dolly shall be fitted with 6 inch, 360 degree swiveling kingpinless casters to insure ease of telescopic section movement. Wheel treads shall be molded polyurethane bonded to cast

iron hubs with roller bearings. Dollies are integral to each section and shall be operated by a cordless drill through access holes in either the front or rear of the section. Dollies shall be designed to engage front and rear structural steel lift beams.

Portable Hydraulic Dolly: Provide one pair of portable hydraulic dollies; per section, suitable for transport of movable telescopic sections. Each dolly shall be fitted with sufficient quantity of 5 inch, 360 degree swiveling kingpinless casters to insure ease of movement. Wheel treads shall be molded polyurethane bonded to cast aluminum hubs with roller bearings. Dollies shall be inserted manually beneath the front of first telescoping row with seating completely closed. Dollies shall be designed to engage front lift plates and rear structural steel lift beams.

FABRICATION

Fabricate understructure from structural-steel members in size, spacing, and form required to support design loads specified in referenced safety standard.

Weld understructure to comply with applicable AWS standards.

Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.

Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.

ACCESSORIES

Scorer's Table: Removable unit with a gray textured top of molded 2-inch-thick polymer with eased edges and integral 16 gage (1.51 mm) cantilevered comfort C-style leg.

Size: 8 feet by 15 inches.

Rear Deck Filler: Provide at rear deck level an extended rear deck filler. Available for wall attached and free-standing applications. Available in 4-inch increments with a minimum of 8 inches.

Deck Lock: Deck Lock is a performance enhancement feature consisting of a cast steel pawl welded to each stabilizer that mates to a nylon capture bracket pinned at the row spacing hole on the mating stabilizer. With the bleacher fully open, Deck Lock connects adjacent decks resulting in consistent nose to riser spacing across the platform. This eliminates the possibility of relative vertical movement and creates a quiet, solid walking surface, particularly with a lightly loaded bleacher.

Rear Wall Column Cutouts: Provide custom bleacher cutouts at rear wall building columns. Top row(s) to be cut out and fitted to meet wall column conditions.

Top row Ball Deflector Curtain: Include on gym seat units six rows or more of single stack configuration, top row footwell closure curtain, secured with Velcro to prevent lodging of basketballs and foreign objects.

Bleacher Side Curtain: Provide curtains at open ends of banks as indicated on drawings for closure of understructure.

GRAPHICS

Custom Signature Logo: Factory or Dealer designed logo that incorporates school letters or graphical representation of school logo across the front of the bleachers.

Logo is visible when the bleachers are in the stored position.

Select up to three colors for maximum color contrast and creativity.

CourtSide Graphic Logo: Decorative graphic logo that is applied to the integrally molded end cap recess area of the CourtSide 10 XC seat module.

Logo is approximately 4.7 inches x 3.5 inches with full color.

Logo is trimmed to a precise custom cut shape with two mounting holes.

PART 3 - EXECUTION

EXAMINATION

Examine areas where telescoping stands are to be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

Proceed with installation only after unsatisfactory conditions have been corrected.

INSTALLATION

Tolerances:

Flooring and rear wall: Level and plumb within 1/8 inch in 8 feet.

Maximum bleacher force on the floor of a 27-foot (8230 mm) section: Static point load of less than 300 psi.

Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions.

ADJUSTING AND CLEANING

On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions.

Clean installed telescoping stands on exposed surfaces. Touch up shop-applied finishes or replace components as required to restore damaged or soiled areas.

MAINTENANCE SERVICE

Service Capability: Show proof of full-time service capability by factory certified technicians directly employed by the installer.

A four to eight-hour maximum on-site repair response is required during normal working hours, 8 a.m. to 5 p.m. weekdays (excluding holidays).

All Full Time Service Personnel shall be Factory Authorized and Trained.

Provide proof of Service Capability and a list of service parts regularly maintained in inventory.

DEMONSTRATION

Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain telescoping stands.

END OF SECTION