

ATTENDANT BOOTH ADDITIONS

**ORANGE COUNTY SOLID WASTE
ORANGE COUNTY, NORTH CAROLINA**

PROJECT MANUAL

AUGUST 2025

BID SET – NOT FOR CONSTRUCTION

**RELEASED FOR BID
NOT FOR CONSTRUCTION**

TRC Project Number: 670493.0000.0000



Prepared by TRC

114 Edinburgh South Drive, Suite 200

Cary, North Carolina 27511

Firm. No. F-0591

Orange County Solid Waste
Orange County, North Carolina
Attendant Booth Additions



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License No.: 060677
TRC Engineers, Inc NC License No. F-0591

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ADVERTISEMENT FOR BIDS

Orange County Solid Waste Orange County, North Carolina ATTENDANT BOOTH ADDITIONS

General Notice:

Sealed proposals will be received until September 24th, 2025, at 2:00pm in the office of Orange County Solid Waste Operations Center located at 1207 Eubanks Road, Chapel Hill, North Carolina 27516 Attn: Orange County Finance Purchasing for the construction of the following **Project Bid No. 367-OC5460**: Attendant Booth Additions. TRC PN: 670493. Bids will be publicly opened and read at 1207 Eubanks Road, Chapel Hill, North Carolina 27516.

The Project includes the following work:

Work generally includes installation of pre-engineered attendant booths and all associated infrastructure at three (3) Orange County Solid Waste & Recycling Centers as shown on the construction drawings.

Obtaining the Bidding Documents:

Information and Bidding Documents for the Project can be found at the following designated website:

<https://www.trccompanies.com/knowledge/trc-construction-planroom/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All questions are to be directed to NWilhelm@TRCcompanies.com and must be submitted at least three business days prior to the bid date to be considered. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. In addition, the Project Manual and any addendums will be posted to the Orange County website <https://www.co.orange.nc.us/Bids.aspx>. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated websites.

The Issuing Office for the Bidding Documents is:

TRC Engineers, Inc.
114 Edinburgh South Drive, Suite 200
Cary, North Carolina 27511.

Bidders are strongly encouraged to register as a plan holder from the aforementioned website. Physical documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

The Owner is an Equal Opportunity Employer and encourages bidding by small, minority and female contractors and does not discriminate on the basis of handicapped status. Bids from qualified historically underutilized businesses (HUB's) are encouraged. Bidder must provide 10% of total contract cost to HUB's or demonstrate good faith effort. The Work will be subject to the prevailing wage rates and to the Equal Employment Opportunity requirements established by the U.S. Department of Labor.

Digital copies of the Bidding Documents are available free of charge from the designated website. Physical copies of the Bidding Documents may be purchased from the Issuing Office. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Physical Bidding Documents (including Full-Size Drawings)	\$100

Pre-bid Conference:

A mandatory pre-bid conference is scheduled September 10th, 2025 at 11:00am the office of Orange County Solid Waste Operations Center located at 1207 Eubanks Road, Chapel Hill, North Carolina 27516. The meeting can also be attended virtually through Microsoft Teams:

Join Online

Meeting ID: 233 565 632 759 5

Passcode: 44JN7tA2

Dial in by phone

[+1 347-966-8357](tel:+13479668357) United States, New York City

[\(844\) 263-8020](tel:8442638020) United States (Toll-free)

Phone conference ID: 973 074 449#

Instructions to Bidders For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

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

This Advertisement is issued by:

Owner: Orange County Solid Waste

By: Robert Williams

Title: Solid Waste Director

Date: August 29, 2025

IPL0021145

INFORMATION FOR BIDDERS

BIDS will be received by ORANGE COUNTY (herein called the "OWNER"), at 1207 Eubanks Road, Chapel Hill, North Carolina 27516, addressed to Orange County Finance Purchasing until September 24th, 2025, at 2:00pm local time. The Bids received will be publicly opened and read the Orange County Solid Waste Operations Center located at 1207 Eubanks Road, Chapel Hill, North Carolina 27516.

Each Bid must be submitted in a sealed envelope, addressed to the Orange County Finance Purchasing. Each sealed envelope containing a BID must be plainly marked on the outside as BID No 367-OC5460 ATTENDANT BOOTH ADDITIONS, and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Each BIDDER shall acknowledge receipt of all addenda in the spaces provided in the Bid Form. The BID form may be submitted loose. It is not necessary to submit these documents in the specification book. Each BIDDER will be responsible to assure himself that all ADDENDA have been received. The Owner reserves the right to reject all bids.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the work to be done.

Each BIDDER shall submit a price for all alternates listed therein. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other

person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The party to whom the contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.

The OWNER within sixty (60) days of receipt of acceptable Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement with such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within sixty (60) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the sixty (60) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the Owner may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made at the discretion of the OWNER with considerations for the lowest responsive, responsible BIDDER and/or the shortest project delivery schedule, unless all bids are rejected in accordance with the following:

Basis of the award will be considered based on the combination of the lowest total amount of the bids and/or allowance(s), and/or shortest project delivery schedule, inclusive, that the OWNER elects to accept. Where deducts for award of multiple contracts are offered by BIDDER, the contract award will be to the lowest responsive responsible bidder, on multiple contracts, or bidders on individual contracts, that results in the lowest overall cost of the OWNER. The OWNER reserves the right to award contracts to the lowest responsible, responsive bidder and/or to the bidder with the shortest project delivery schedule in the manner described above.

The OWNER will award the contract conditioned upon funds being made available for such construction for each division. However, the OWNER reserves the right to reject all bids.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major materials SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Time of Completion and Liquidated Damages: The BIDDER must agree to commence work within the time stipulated in the Agreement. Bidders must also agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the scheduled date of completion.

Interpretations of Plans and Specifications: No interpretation of the meaning of the plans, specifications, or other documents will be made to any bidder orally prior to the receipt of bids.

Any request for such interpretation shall be in writing addressed to TRC Engineers, 114 Edinburgh South Drive, Suite 200, Cary, NC 27511. To be given consideration, such request must be received by 2:00pm local time on September 21, 2025 (three (3) days prior to the scheduled date for receiving bids). Any such interpretation or supplemental instructions will be issued in the form of addenda to the specifications, which will be emailed or faxed to all persons receiving a purchased set of contract documents, not later than 2:00 pm local time on September 23, 2025 (one (1) day prior to the date for receiving of bids). Failure of any bidder to receive such addenda shall not relieve him or any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Right to Increase or Decrease the Amount of Work: The Owner does not, by expression or by implication, agree that the actual work shall correspond with the estimated quantities. The Owner reserves the right to increase or decrease the various amounts of work by 25% with no changes in unit prices.

BIDDER shall make positive efforts to use small and minority owned businesses and comply with GS 143-128. The BIDDER that is awarded the project shall submit documentation to indicate compliance.

FORM OF PROPOSAL

Attendant Booth Additions Contract: _____
Orange County Bidder: _____
PO Box 8181 Hillsborough, NC 27278 Date: _____

Addendum received and used in computing bid:

Addendum No. 1 _____ Addendum No. 3 _____ Addendum No. 5 _____ Addendum No. 6 _____

Addendum No. 2 _____ Addendum No. 4 _____ Addendum No. 6 _____ Addendum No. 7 _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete all construction of the subject project in accordance with the Drawings, Specifications, and Contract Documents, to the full and entire satisfaction of the Owner and the Architect, with a definite understanding that no money will be allowed for extra work, except as set forth in the General Conditions and Contract Documents for the sum of:

SINGLE PRIME CONTRACT:

Orange County Solid Waste Attendant Booth Installation TRC Project No.: 670493					
Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	Mobilization (3% Maximum)	LS	1		\$
2	Attendant Booth Installation- Walnut Church Grove	LS	1		
3	Attendant Booth Installation- Eubanks Road	LS	1		
4	Attendant Booth Installation- Ferguson Road	LS	1		
Allowance					
5	Pultruded Fiberglass Anti-Slip Pipe & Cable Cover	LF	20		\$
6	Attendant Booth Delivery Schedule	WK	-		

Total Base Bid Price:

_____ Dollars(\$)

(In Words)

Unit Cost Schedule

Bidder Provides the following unit costs as a means of determining the value of Work added to or deleted from the Contract:

Unit Rate Schedule			
Item No.	Description	Unit	Unit Cost
1.	Excavation	CY	\$_____/CY
2.	Structural Fill	CY	\$_____/CY
3.	Asphalt Paving	SY	\$_____/SY
4.	Aggregate Base Course	SY	\$_____/SY

UNIT COST SCHEDULE MEASUREMENT AND BASIS FOR PAYMENT

The line items below provide further description of the items included in the unit cost schedule and shall be used as a means of determining the value of Work added to or deleted from the Contract. The Unit Cost Schedule generally outlines each item and the corresponding unit price listed by the Contractor. The price associated with each item shall be the full compensation paid for the Work described, regardless of the items.

No payment for unit cost items shall be made without prior approval of Owner.

The Contractor shall provide quantity justification with pay requests for items paid on a unit rate basis. Quantities for unit price bid items shall be calculated based on the measurement. The Engineer reserves the right to make final decision regarding those quantities.

UNIT COST ITEMS:

1. MOBILIZATION - This work shall consist of furnishing all necessary insurance, coinsurance, reinsurance, payment/performance bonds, local permits (including payment of permit fees), mobilization of equipment, forces, and personnel for the project. Work shall also consist of furnishing all necessary demobilization of equipment, forces, and personnel for the project. This line item shall be a maximum of 3% of the base bid price. Payment for this line item will be made under a one-time charge and will constitute full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of this work.

2. ATTENDANT BOOTH INSTALLATION WALNUT CHURCH GROVE – This work shall consist of furnishing all labor, material, equipment, tools and other items necessary and incidental to install four (4) 8'x6' Attendant Booths, install four (4) 8'x8'x8'x6" triangular concrete pads, and to install eight (8) ballards as indicated in the Drawings at the Walnut Church Grove Waste & Recycling Center. Installation shall also consist of furnishing all labor, material, equipment, tools, permitting and other items necessary and incidental to install electrical connections, including conduit and fasters, to the Attendant Booths. Installation shall also consist of furnishing all labor, material, equipment, tools, permitting and other items necessary and incidental to ensure the booths are level and installed per the manufacturer's instructions. Payment for this line item shall be made under a one-time charge and will constitute full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work.
3. ATTENDANT BOOTH INSTALLATION EUBANKS ROAD– This work shall consist of furnishing all labor, material, equipment, tools and other items necessary and incidental to demolish and remove one (1) existing Attendant Booth, and to install three (3) 8'x6' Attendant Booths, install three (3) 8'x8'x8'x6" triangular concrete pads, and to install six (6) ballards as indicated in the Drawings at the Eubanks Road Waste & Recycling Center. Installation shall also consist of furnishing all labor, material, equipment, tools, permitting and other items necessary and incidental to install electrical connections, including conduit and fasters, to the Attendant Booths. Installation shall also consist of furnishing all labor, material, equipment, tools, permitting and other items necessary and incidental to ensure the booths are level and installed per the manufacturer's instructions. Payment for this line item shall be made under a one-time charge and will constitute full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work.
4. ATTENDANT BOOTH INSTALLATION FERGUSON ROAD – This work shall consist of furnishing all labor, material, equipment, tools and other items necessary and incidental to install one (1) 8'x6' Attendant Booth, and install three (3) ballards as indicated in the Drawings at the Ferguson Road Waste & Recycling Center. Installation shall also consist of furnishing all labor, material, equipment, tools, permitting and other items necessary and incidental to trech the existing gravel lot to install electrical connections, including conduit and fasters, to the Attendant Booth, and the repair of the gravel lot to pre-construction conditions. Installation shall also consist of furnishing all labor, material, equipment, tools, permitting and other items necessary and incidental to ensure the booths are level and installed per the manufacturer's instructions. Payment for this line item shall be made under a one-time charge and will constitute full compensation for all labor, equipment, tools, and other items necessary and incidental to the completion of the work.
5. PULTRUDED FIBERGLASS ANTI-SLIP PIPE & CABLE COVER – This work shall consists of furnshing all labor, material, equipment, tools and other items necessary and incidental to install Pultruded Fiberglass Anti-Slip Pipe & Cable Cover over all exposed conduit on the walking surface. Payment for this item shall be made on a unit price basis, as established by field measurements of final installation.
6. ATTENDANT BOOTH DELIVERY SCHEDULE – This time shall consist of the time necessary to order and deliver the attendant booths as specified for the project from Notice to Proceed. This item is not a pay item, rather it is an estimation of the time required to fully procure the Attendant Booths as identified in the Drawings.

UNIT RATE ITEMS:

1. EXCAVATION: This Work shall consist of furnishing all necessary materials, labor, equipment, and appurtenances necessary to excavate soil material at the site as approved by the Engineer. Progress payment will be made by truck/scrapper count or by a survey performed by the Contractor. The Owner may perform verification surveying at the Owner's expense. Payment for this item shall be on a unit price basis wherein measurement will be made by certified survey paid by the Contractor. The Owner and/or Engineer will make final judgment of the quantities.
2. STRUCTURAL FILL: This Work shall consist of furnishing all materials, labor, equipment, and appurtenance necessary to complete structural fill required to achieve subgrade. Cost shall include placement of excavated material within the Work as structural fill. Payment for this item shall be made on a unit price basis, wherein measurement will be made by certified survey paid by the Contractor.
3. ASPHALT PAVING: This work shall consist of furnishing all materials, labor, equipment, and appurtenances necessary to construct paved surfaces. Work to include asphalt aggregate course, prepared surface, tack coat, prime coat. Payment for this item shall be made on a unit price basis, wherein measurement will be made by survey. Pavement thickness shall be per the standard detail on Sheet
4. AGGREGATE BASE COURSE: This work shall consist of furnishing all materials, labor, equipment, and appurtenances necessary to construct aggregate roads and other areas. Work to include prepared surface and aggregate. Payment for this item shall be made on a unit price. Basis wherein measurement will be made by survey.

UNIT COST DEVIATIONS

The Contractor is responsible for providing Unit Prices consistent with typical industry norms for the Work described. Unit Prices which appear inconsistent with typical prices for similar Work shall be justified by the Contractor at the request of the Engineer. Providing Unit Prices which do not reasonably reflect the Work described, either high or low, which are not justified satisfactorily to the Engineer, may deem the BIDDER non-responsive and invalidate their Bid.

All items must be completed to be considered a responsive bid. Unit Prices have been computed in accordance with the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

General Subcontractor:

Plumbing Subcontractor:

_____ Lic _____

_____ Lic _____

Mechanical Subcontractor:

Electrical Subcontractor:

_____ Lic _____

_____ Lic _____

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

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in General Conditions Article 7. Applicable liquidated damages amount is also stated in General Conditions Article 7.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of _____

(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____

Signature

Name: _____

Print or type

Title _____

(Owner/Partner/Pres./V.Pres)

Address _____

ATTEST:

By: _____

License No. _____

Title: _____

(Corp. Sec. or Asst. Sec. only)

Federal I.D. No. _____

Email Address: _____

(CORPORATE SEAL)

BIDDER'S QUALIFICATION STATEMENT

1. Name of Contractor _____

2. Years in Business _____

3. List five (5) construction projects of similar scope that you have completed within the past ten (10) years (convenience center projects preferred) and give the name, address and telephone number of a reference from each. Also give the completed cost of each project listed.

a) _____

b) _____

c) _____

d) _____

e) _____

4. Have you ever failed to complete work awarded to you? If so, state where and why.

BIDDER'S QUALIFICATION STATEMENT

5. Do you plan to sublet any part of this work? If so, give details. List name, address, specialty and years of experience.

6. Have you ever performed similar work under the direction of a Consulting Engineer or Registered Architect? If so, list three such firms, giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects.)

a) _____

b) _____

c) _____

7. List three material suppliers, including an individual's name and telephone number.

a) _____

b) _____

c) _____

BIDDER'S QUALIFICATION STATEMENT

8. List bank references. Include an individuals name and telephone number.

9. Bonding reference, name, address, telephone.

10. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, the U.S. Department of Housing and Urban Development or the North Carolina Department of Transportation?

Yes _____ No _____

11. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Draper Aden Associates in verification of the recitals comprising this statement of contractor's qualifications.

12. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Correct Name of Bidder

(a) The Business is a _____

(b) The address of principal place of business is:

(c) Phone number _____

(d) The name of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

BIDDER'S QUALIFICATION STATEMENT

13. Dated at _____ this _____
day of _____ 20____.

By _____

Attest _____

(Seal)

Orange County Bid Checklist

Items to be returned with Bid:

- Contractor Signed Bid Forms
- Bidder's Qualification Statement
- 5% Bid Bond
- MB Participation Forms
- Supplemental Vendor Information: Historically Underutilized Business
- E-Verify Affidavit
- Living Wage Contractor Policy
- Orange County Nondiscrimination Certification

Orange County has established a ten percent (10%) Minority Business participation goal for the total monetary value of this project.

Please ensure the following forms are completed and included with your bid:

- Identification of HUB Certified/ Minority Business Participation
- Affidavit A: Listing of Good Faith Efforts
- Affidavit B: Intent to Perform Contract with Own Workforce (If you intend to complete this project with your own workforce)

***** If the above documents are not provided your bid will be deemed non-responsive*****

Please note: Affidavit C or Affidavit D will be required to be submitted by the apparent lowest responsive, responsible bidder

-Affidavit C: Portion of the Work to be Performed by HUB Certified/Minority Businesses (if the portion of the work to be executed by minority businesses is equal or greater than 10% of the bidder's total contract price)

-Affidavit D: Good Faith Efforts (if the 10% participation goal is not achieved, the bidder must provide supporting documentation of their good faith efforts)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as principal, and _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Orange County as obligee, in the penal sum of _____ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ____ day of ____ 20__

WHEREAS, the said principal is herewith submitting proposal for and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

MINORITY BUSINESSES PARTICIPATION REQUIREMENTS

Orange County has established a verifiable ten percent (10%) minority business participation goal for the total monetary value of this project. Verifiable goal means that the awarding authority has adopted written guidelines specifying the actions that the prime contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; the required actions must be documented in writing by the contractor to the appropriate awarding authority. These guidelines are published to accomplish that end.

DEFINITIONS:

Minority - a person who is a citizen or lawful permanent resident of the United States and who is:

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

Socially and Economically Disadvantaged Individual:

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

Minority Business - means a business:

- a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons; and
- b. Of which the management and daily business operations are controlled by one or more of the minority persons who own it; and
- c. Is certified in one of the MWBE categories as defined by the NC Department of Administration/Historically Underutilized Business (HUB) and the NC Department of Transportation/Disadvantaged Business Enterprise (DBE).

Bidder Responsibilities:

Under the single prime contract system, the prime contractor will:

- a. Attend the scheduled Prebid conference.
- b. Identify or determine those work areas of a contract where MBEs may have an interest in performing contract work.

- c. At least ten (10) days prior to the scheduled day of bid opening, notify certified MBEs of potential contracting opportunities listed in the proposal. The notification will include the following:
 - 1. A description of the work for which the bid is being solicited.
 - 2. The date, time and location where bids are to be submitted.
 - 3. The name of the individual within the agency/institution who will be available to answer questions about the project.
 - 4. Where bid documents may be reviewed.
 - 5. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Submit with the bid a description of that portion of the work to be executed by MBEs expressed as a percentage of the total price.
- f. Identify the MBEs the bidder intends to use on the contract, along with the dollar amount of the work to be performed by each minority business.
- g. Submit an affidavit that details the good faith efforts taken to procure minority business participation.
- h. Upon being named the apparent low bidder, the bidder shall provide the necessary documentation as listed in the contract documents. Failure to comply with procedural requirements as defined in contract documents may render that bid as non-responsive and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
- i. Upon being named apparent low bidder, the bidder shall provide an affidavit that lists the proportion of the work to be performed by MBEs. **If the MBEs do not account for ten percent (10%) of the contract price, the bidder must submit an affidavit that verifies the bidder's good faith efforts by certifying that it has undertaken at least five of the following ten (10) steps:**
 - 1. Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contract or available on these State or local government-maintained lists at least ten (10) days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
 - 2. Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bid proposals are due.
 - 3. Broke down or combined elements of work into economically feasible units to facilitate minority participation.
 - 4. Worked with minority trade, community, or contractor organizations identified by the Office of Historical Underutilized Businesses and included in the bid documents that provided assistance in recruitment of minority businesses.
 - 5. Attended any prebid meetings scheduled by the public owner.

6. Provided assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
 7. 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 qualifications should have the reasons documented in writing.
 8. 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 the minority businesses in establishing credit.
 9. Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
 10. Provide quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
- j. During the construction of the project, if it becomes necessary to replace an MBE subcontractor, advise the owner of the circumstances involved.
- k. If, during the construction of a project, additional subcontracting opportunities become available, make a good faith effort to solicit subbids from MBEs.

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

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

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

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

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

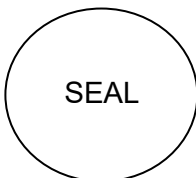
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____

(Name of Bidder)

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

_____ contract.

(Name of Project)

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

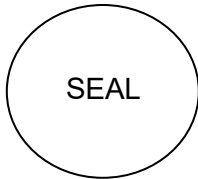
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

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

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

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

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

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

Attach additional sheets if required

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

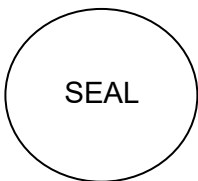
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

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

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

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

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

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

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

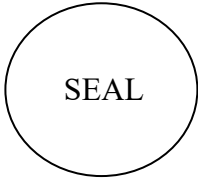
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

SUBMIT WITH PROPOSAL

Supplemental Vendor Information: HISTORICALLY UNDERUTILIZED BUSINESSES

Vendor Name: _____ **Date:** _____

Per G.S. 143-128.4, Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent (51%) owned and operated by an individual(s) who are members of the following groups: Black, Hispanic, Asian American, American Indian, Female, Disabled, Disadvantaged.

The Vendor shall respond to question No 1 and No 2 below.

1) Is Vendor a Historically Underutilized Business? **Yes** **No**

If yes, please select from the following:

Ethnicity:	Gender	Disabled
<input type="checkbox"/> Black	<input type="checkbox"/> Male	<input type="checkbox"/> Yes
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Female	<input type="checkbox"/> No
<input type="checkbox"/> Asian American		
<input type="checkbox"/> American Indian		

2) Is Vendor Certified with North Carolina as a Historically Underutilized Business? **Yes** **No**

If so, state HUB classification: _____

Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina, _____ County

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

||
||
(Affix Official/Notarial Seal)
||
||

Certificate of Insurance

(Workmen's Compensation and Liability)

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policy(ies) listed on this certificate.

Project _____ Location _____
 Owner _____ Address _____
 Contractor (Insured) _____ Address _____

The undersigned hereby certifies that the following policies, subject to their terms, conditions, and exclusions have been issued by the named companies to the above insured and are presently in full force and effect:

A. WORKMEN'S COMPENSATION:

Policy No. _____ Expiration Date _____
 Insurance Co. _____ Address _____

COVERAGE: Statutory Workmen's Compensation. Employers Liability Limit \$ _____ Each Accident.

Locations covered _____

B. COMPREHENSIVE GENERAL LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date _____
 Insurance Co. _____ Address _____

LIMITS:

Bodily Injury, including Personal Injury		Property Damage	\$ _____	Each Occurrence
\$ _____ Each Person			\$ _____	Aggregate
\$ _____ Each Occurrence		Other		
\$ _____ Aggregate				

COVERAGE PROVIDED (Check Applicable Squares):

	Yes	No	Property Damage Liability Includes:	Yes	No
Premises Operations	<input type="checkbox"/>	<input type="checkbox"/>	Damage due to blasting (explosion)	<input type="checkbox"/>	<input type="checkbox"/>
Subcontractor Operations	<input type="checkbox"/>	<input type="checkbox"/>	Damage due to collapse	<input type="checkbox"/>	<input type="checkbox"/>
Personal Injury	<input type="checkbox"/>	<input type="checkbox"/>	Damage to underground facilities	<input type="checkbox"/>	<input type="checkbox"/>
Completed Operations	<input type="checkbox"/>	<input type="checkbox"/>	Broad Form Property Damage:	<input type="checkbox"/>	<input type="checkbox"/>
Contractual Liability (Per Spec)	<input type="checkbox"/>	<input type="checkbox"/>	Operations of Contractor	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Contractual	<input type="checkbox"/>	<input type="checkbox"/>

C. COMPREHENSIVE AUTOMOBILE LIABILITY & PROPERTY DAMAGE:

Policy No. _____ Expiration Date _____
 Insurance Co. _____ Address _____

LIMITS:

Bodily Injury		Property Damage	\$ _____	Each Occurrence
\$ _____ Each Person		Other		
\$ _____ Each Occurrence				
\$ _____ Aggregate				

COVERAGE PROVIDED - for operation of all owned, non-owned and hired vehicles.

D. UMBRELLA EXCESS LIABILITY:

Policy No. _____ Expiration Date _____
 Insurance Co. _____ Address _____

LIMITS: Single Limit Bodily Injury and Property Damage \$ _____ Each Occurrence.

COVERAGE PROVIDED - applies in excess of the coverages listed above for Employer's Liability, Comprehensive General, Automotive and Property Damage Coverage.

The undersigned further certifies that in the event of cancellation or any material change in any of the above policies, thirty (30) days prior written notice of such cancellation or change shall be delivered by registered or certified mail to the above Owner.

NAME OF AGENCY _____

Address _____

Date _____ By _____

Orange County Minimum Insurance Coverage Requirements

Note: An Exception or Waiver of Minimum Coverage may only be granted at the discretion and approval of Risk Management based on assessment of risk posed to the county.

Coverage	Low Risk Profile	Standard Risk Profile	High Risk Profile	Specialty	Encroachment	Premises Lease
Commercial General Liability Products/Completed Operation Explosion, Collapse & Underground (XCU)	\$1,000,000/\$2,000,000 Per accident As above	\$1,000,000/\$2,000,000 As Above If any, Limit to be determined.	\$1,000,000/\$2,000,000 As above If any, TBD.	\$1,000,000* As Above If any, TBD.	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000 (CSL) Per occurrence	\$1,000,000*	\$1,000,000*	\$1,000,000*	N/A	N/A
**Workers' Compensation	Statutory	Statutory	Statutory	Statutory	N/A	Statutory
**Employer's Liability	100/500/100	500/500/500*	500/500/500	500/500/500*	N/A	100/500/100
** Waiver of Subrogation on WC	Required if available	Required if available	Required	Required	N/A	N/A
Umbrella Liability	\$1,000,000	\$2,000,000	\$2,000,000+	\$9,000,000+	N/A	N/A
Professional Liability <i>may</i> be required on a risk profile depending on nature of services provided by contract. Coverage required for professional service such as accountant, attorney, architect, design, engineering, health care and most consultants.	\$1,000,000 per occurrence	\$1,000,000	TBD	TBD	N/A	N/A
Sexual Misconduct (Sexual Abuse/Molestation) <i>may</i> be required for contractors working directly one-on-one with children and elderly or in overnight sheltering capacities.	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	TBD	TBD	N/A	TBD
Cyber Liability <i>may</i> be required for contractors having access to personal identifying information, and/or computer networks.	\$1,000,000/\$2,000,000	TBD	TBD	TBD	N/A	
Environmental/Pollution Liability required if demolition, use of	N/A	\$1,000,000	\$1,000,000+*	\$1,000,000+*	N/A	N/A

Orange County Minimum Insurance Coverage Requirements

Note: An Exception or Waiver of Minimum Coverage may only be granted at the discretion and approval of Risk Management based on assessment of risk posed to the county.

hazardous material or environmentally sensitive						
Fidelity Bond (loss of money or other property due to dishonest acts). Only for contracts such as Banking, Janitorial, Fundraising, TPA's and similar, ETA	TBD	Amount depends on exposure to loss	TBD	TBD	N/A	N/A
Other Coverage As required	TBD	TBD	TBD	TBD	N/A	N/A
Bid, Performance & Payment Bonds	TBD	TBD	TBD	TBD	N/A	N/A

*A combination of Umbrella/Excess and primary limit may be used to provide coverage for the amount shown.

** Workers' Compensation is required if the contractor/vendor has employees. Owner Waiver is acceptable for a Sole Proprietor.

EXHIBIT 1----GENERAL CONDITIONS

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ARTICLE 1. DEFINITIONS

1.1 Agreement - The Construction Contract, these General Conditions, and any Supplementary Conditions.

1.2 AIA - The American Institute of Architects.

1.3 ASTM - The American Society for Testing and Materials.

1.4 Beneficial Occupancy – Use of the Project by the Owner after Substantial Completion, but prior to Final Completion..

1.5 Change Order - A written order to the Contractor signed by the Owner and the Designer authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Construction Contract. See paragraph 14.1.

1.6 Completion Date - Those dates identified as Completion Dates in the Contract Construction Schedule or elsewhere in the Contract Documents.

1.7 Construction Contract – The document executed by the Contractor and the Owner to formally memorialize their consent to the terms of the Agreement.

1.8 Construction Change Directive – A written order to the Contractor signed by the Owner and the Designer directing an addition, deletion, or revision in the Work after execution of the Construction Contract, in circumstances when the parties have been unable to agree on an adjustment to the Contract Price or the Contract Time, but the Owner requests that the Contractor proceed with said addition, deletion, or revision in the Work subject to adjustment of the Contract Price or Contract Time under the procedures described herein.

1.9 Construction Manager(s) - The person(s) or firm designated as the Construction Manager in the Contract Documents, or their authorized representatives. The Construction Manager(s), as referred to herein, will be referred to hereinafter as if each were of the singular number and masculine gender.

1.10 Contract Construction Schedule - That schedule described in Article 13 hereof and identified as the Contract Construction Schedule.

1.11 Contract Documents - All of the documents that make up the Agreement, plus the Drawings and Specifications that describe the scope of the Work, plus allowable Modifications to the Contract Documents.

1.12 Contract Price - The total monies payable to the Contractor under the Contract Documents pursuant to paragraph 15.1 of the Agreement.

1.13 Contract Time - The number of calendar days stated in, or computed from, the Contract Documents for the completion of the Work, or any portion thereof. See, particularly, Article 13

hereof and the Contract Construction Schedule. Time of completion as specified therein is of the essence. The time used and referred to on the Project will be that time which is observed in Raleigh, North Carolina, being Eastern Daylight Savings Time (EDT), Eastern Standard Time (EST), or other as designated by the Designer.

1.14 Contractor - The Contractor shall be that party identified as such in the Contract Documents.

1.15 Days - Unless otherwise indicated, the term "days" shall mean consecutive calendar days.

1.16 Daylight Hours - The hours or portions of hours between sunrise and sunset local time.

1.17 Designer(s) – The person or firm designated as the Designer in the Contract Documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect, landscape architect, or engineer. They will be referred to hereinafter as if each were of the singular number and masculine gender. On projects for which there is no Designer designated references to approvals or authorizations of or by the Designer shall be interpreted to refer to approvals or authorizations of Owner or Owner's designee.

1.18 Drawings - The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, and generally including plans, elevations, sections, details, schedules and diagrams. A list of the Drawings is contained in the Contract Documents.

1.19 Field Order - A written order issued by the Designer which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with the Contract Documents. See paragraph 14.2.

1.20 Final Completion - The point at which the Contractor has completed the Work, with the exception of guaranty and warranty obligations and as determined by the Designer and becomes entitled to final payment upon the recommendation of the Designer and determination by the Owner.

1.21 The words "furnish," "furnish and install," "install," and "provide" or words with similar meanings shall be interpreted, unless otherwise stated, to mean furnish and install complete, in place and ready for service.

1.22 Liquidated Damages – See paragraph 13.18 of these General Conditions.

1.23 Modification - (A) a written amendment to the Contract Documents signed by the Owner and the Contractor and identified therein as such, (B) a Change Order, (C) Construction Change Directive, or (D) a Field Order. A Modification may only be issued after execution of the Agreement.

1.24 Notice of Award - The written notice by the Owner to the Contractor that the Contractor is the successful Bidder and that upon compliance with the conditions precedent to be fulfilled by the Contractor within the time specified, the Owner will execute and deliver the Agreement to him.

1.25 Notice to Proceed - See paragraph 13.3.

1.26 Owner - The Owner is the person designated as such in the Agreement.

1.27 Owner's Representative - A person, or persons, authorized and employed by the Owner and designated from time to time by written notice to the Contractor to administer the Contract Documents, and to observe and monitor the Work on behalf of the Owner with authority and responsibility as herein specified.

1.28 Notice - The term "notice" or "written notice" as used herein shall mean and include all written notices, demands, instructions, and claims approvals and disapprovals furnished by the Owner or the Designer to obtain compliance with the requirements of the Contract Documents, as well as all written notices, demands, instructions and claims furnished by the Contractor as required by the Contract Documents. Where notice is required under the terms of the Contract Documents written notice shall always be required, and oral or "constructive" notice shall be insufficient and ineffective as notice. Email or other electronic delivery shall be insufficient and ineffective as notice unless specifically allowed by the Supplementary Conditions or a Modification to the Agreement. Written notice shall be deemed to have been duly served on the date that it is delivered in person to the individual or to a member of the firm, to an officer of the corporation for whom it is intended, to an authorized representative of such individual, firm, or corporation, or on the date that it is mailed by registered or certified mail, return receipt requested, addressed to the last business address of such individual, firm, or corporation known to the person giving the notice. Written notice may also be given by facsimile transmission, provided that proof of delivery is obtained. In the case of delivery in person, such delivery shall not be effective unless and until a written and signed receipt showing the date and time of delivery is obtained.

1.29 Project - The total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.30 Project Expediter – As used herein, is an entity stated in the Contract Documents, designated to effectively facilitate scheduling and coordination of Work activities. For the purpose of a single prime contract, the single prime contractor is designated as the Project Expediter. For the purpose of a project involving separate prime contracts, the Contractor for general work shall be designated as the Project Expediter unless otherwise indicated in the Supplementary General Conditions. See paragraph 7.27.

1.31 Project Manager - That person designated by the Contractor in accordance with paragraph 7.2 who shall be in general charge of the Work and its performance and who shall have the authority set forth in the last sentence of paragraph 7.2.

1.32 Request for Information - A written communication from the Contractor to the Designer for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Contractor shall state a reasonable date by which a response is necessary in order to avoid delay in progress on the Work and shall make such request sufficiently in advance of such date as to avoid any such delay. The Designer shall respond in writing to the Request for Information by the date stated by the Contractor unless he cannot reasonably do so, in which case he shall prior to that date notify

the Contractor of the date by which he can reasonably respond. The Contractor shall not be entitled to any additional time for the completion of the Work or any portion thereof by reason of the Designer's failure to respond if he has not submitted his Request for Information sufficiently in advance to allow the Designer a reasonable time within which to respond.

1.33 Request for Payment - The form, in the form of AIA Document G702 (latest ed.) or other published document approved by Owner, which is to be used by the Contractor in requesting progress payments and which is to include a Schedule of Values as required by the Contract Documents and an affidavit of the Contractor that progress payments theretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all the Contractor's obligations incurred in connection with Work covered by all prior applications for payment. See paragraph 20.2.

1.34 Resident Superintendent - That person designated by the Contractor in accordance with paragraph 7.2 who has day-to-day responsibility for the prosecution of the Work and the obtaining of proper materials and equipment, and adequate labor and who shall have the authority set forth in the last sentence of paragraph 7.2.

1.35 Schedule of Values - Any breakdown of the Contract Price which may be required by the Contract Documents, and designated as such. See paragraph 20.1.

1.36 Specifications - That portion of the Contract Documents consisting generally of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.

1.37 Subcontractor - A person, firm, or corporation who has entered into a direct contract with the Contractor to perform any of the Work at the Project.

1.38 Submittal - Shop drawings, product data, samples, and other documents required by the Contract Documents to be submitted by the Contractor to the Designer.

1.39 Submittal Register - See paragraph 13.2 of these General Conditions.

1.40 Substantial Completion - The point at which the Work, and Work by other Contractors on or in connection with the Project, as determined by the Designer, is sufficiently complete in accordance with the Contract Documents that it can be beneficially occupied by the Owner, and the Work can be utilized by the Owner for its intended use, and all necessary permits and permissions for Beneficial Occupancy and utilization having been obtained by the Contractor. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.

1.41 Sub-subcontractor - A person or entity that has a direct or indirect contract with a Subcontractor to perform any of the Work at the Project.

1.42 Work - The construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

1.43 All references in the Contract Documents to the masculine shall be interpreted as including the feminine or neuter and all references in the Contract Documents to the singular or the plural shall be interpreted as including the other, as may be appropriate in the reasonable interpretation of the Contract Documents.

ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings and other Contract Documents to describe a complete Project in accordance with the Contract Documents.

2.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall notify the Designer in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: Construction Contract, Modifications, Addenda, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well-known technical trade meaning shall be deemed to refer to such meaning and to incorporate any recognized standards which are a part of such meaning if not otherwise defined within the Contract Documents.

2.3 Miscellaneous items, accessories and work which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or useable structure or plant providing the indicated function shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Designer before installation. This requirement is not intended to include major components not covered by or inferable from the Contract Documents.

2.4 The Work of all trades under the Contract Documents shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire Project and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

2.5 The Contractor shall fully complete the Work and shall be responsible for all of the Work under the Contract Documents to which the Construction Contract applies. If the Contractor is prevented from doing so by any limitation of the Contract Documents, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing.

2.6 Standard specifications or manufacturers' literature, when referenced, shall be of the latest revision or printing unless otherwise stated and is intended to establish the minimum requirements acceptable.

2.7 For those materials specified without the use of brand names, the Contractor shall submit within thirty (30) days after his receiving the Construction Contract for signatures, any product that meets the express requirements of the Specifications. Such Submittal shall include manufacturer's data, test reports, performance data and certifications, samples, erection details, and other applicable information as required to permit determination by the Designer whether such proposed products are suitable. The Designer shall be the sole judge as to the suitability of any proposed product. The burden of proof of quality rests with the Contractor.

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

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

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

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

3.2 The Contractor shall be entitled to make all inferences from the Contract Documents that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Contractor shall not be entitled to infer from the Contract Documents any fact or condition which would not be inferred by a contractor having knowledge and experience with similar work and the Contractor shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.

3.3 The Contractor specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect those engaged or employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work and agrees that the Contractor and the Contractor's employees, subcontractors, and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law, ordinance, rule, or regulation, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing, identifying any items of Work affected, and the Contractor shall not proceed

until the Contractor has received written direction from the Designer with respect to these items. If the Contractor performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without such written direction, the Contractor shall bear all costs which are a consequence of such performance.

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

ARTICLE 4. BONDS

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

4.2 A payment bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the payment of all labor and material costs or claims in connection with compliance with the Contract. The payment bond shall be in such form as may be required by law and approved by the Owner. Said bond shall be dated and executed in the same manner as the performance bond in paragraph 4.1.

ARTICLE 5. INSURANCE AND INDEMNITY

5.1 CONTRACTOR PROVIDED INSURANCE

The Contractor shall, without limiting its obligations or liabilities, procure, pay for and maintain such insurance as is required by law and as is required by this Agreement to protect the Contractor and the Owner from claims for damages for bodily injury, including death, and from claims for property damage which may arise from the Contractor's or its representatives', consultants', Subcontractors', agents', or employees' operations under this Agreement. Such insurance shall be of the kinds and have limits of liability and coverages not less than the minimum limits hereinafter specified or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverages.

The following requirements shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of Work under the Agreement. The Contractor is strictly responsible for any losses, claims, and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies. The insurance specified shall be provided by an insurer approved by the Owner, authorized to do such business in the State of North Carolina, and on terms approved by the Owner. Insurance companies utilized shall have a minimum rating of A- and Class VII as evaluated by the most current A.M. Best Rating Guide. If the insurer has a Best Rating less than A- and Class VII, the Contractor must receive specific written approval from the Owner prior to proceeding with any Work under the Agreement.

All agents and brokers shall hold valid licenses from the State of North Carolina. Before commencing mobilization to the Project site and not later than 7 days after the receipt of the Construction Contract by the Contractor for signatures, the Contractor shall furnish to the Owner a certificate or certificates of insurance in a form satisfactory to the Owner. Upon request of the Owner, the Contractor shall provide the Owner with certified copies of the insurance policies required by this Article, including without limitation declaration pages, conditions, exclusions and endorsements, and confirmation that each policy premium has been paid for the required term of this Agreement. A copy of the umbrella policy shall be provided to the Orange County Risk Manager. Certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance policies shall provide, as evidenced by Certificates of Insurance, that the insurance shall not be canceled, reduced, restricted, or changed in any way without at least 30 days prior written notice to the Owner.

With regard to expiration, cancellation, reduction, restriction, or any other change, certificates shall state: "Should any of the following described policies be canceled before expiration date or be due to expire within 30 days, the insurer shall mail 30 days prior written notice to named certificate holder." In the event of any such cancellation, non-renewal, reduction, restriction, or change in any insurance, the Contractor is obligated to replace such insurance within 7 days without a gap in coverage and file accordingly such notice with the Owner, and other interested parties. Failing immediate receipt of evidence of such replacement of insurance the Owner reserves the right to procure such insurance as the Owner considers desirable and the Contractor shall pay or reimburse the cost of the premium in respect thereof. It is expressly provided, however, that any action or inaction on the part of the Owner in this respect shall in no way change or reduce the Contractor's responsibilities and liabilities under this Agreement. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to commencing mobilization to the Project site. Failure to make a full disclosure constitutes a material breach of the Agreement, justifying termination for default.

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

For any claims related to this Project, the Contractor's insurance or self-insurance shall be primary and noncontributory with respect to the Owner's insurance. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory with respect to the Contractor's insurance. All policies of insurance shall contain a clause waiving rights of subrogation against the Owner, unless the Owner approves otherwise in writing. Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner.

The Contractor shall be solely responsible for any deductible assumptions that may exist in any insurance policies required under this Agreement. In addition, the Contractor shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required herein, or not covered as a result of a normal policy exclusion or that falls

within the self-insured retention, if Contractor self-insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The claim provisions in the Contractor's insurance policies must specifically state the insurance company or Contractor's Third Party Administrator, if self-insured, has both the right and duty to adjust a claim and provide defense. The policies shall not contain any provision or definition which would serve to exclude or eliminate from coverage third party claims, including exclusions of claims for bodily or other injury to shareholders, partners, officers, directors, or employees of the insured, the premises owner, real estate manager, or the insured's Subcontractor, or any family relative of such persons.

If the policies contain any warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations. Any failure by any person to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees. The insolvency or bankruptcy of the Insured or of the Insured's estate shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken. Failure to comply with these requirements shall be a material breach of this Agreement justifying termination for default.

5.1.1 Worker's Compensation and Employers' Liability Insurance

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

The Contractor shall pay such assessments as will protect the Contractor and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the Certificate of Insurance. Coverage under this section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

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

Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions.

5.1.2 Automobile Liability Insurance

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

This policy of insurance shall carry the following minimum Limit of Liability: Combined Single Limit \$1,000,000 per occurrence; Aggregate \$2,000,000.00.

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

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

Any failure by any party to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees. No subcontracting of waste hauling shall be permitted without prior, written approval of the Owner.

5.1.3 General Liability

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

General Aggregate per project \$2,000,000.00

Products/Completed Operations Aggregate \$2,000,000.00

Bodily Injury and Property Damage csl/each occurrence \$1,000,000.00

Personal Injury and Advertising Injury \$2,000,000.00

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

- a) Blanket Contractual Liability covering Contractor's indemnification obligations under this Agreement, in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- b) Premises/Operations Liability.
- c) Explosion, collapse, and underground fault.
- d) Independent Contractors and Independent Subcontractors coverage.
- e) Broad Form Property Damage.
- f) Personal Injury
- g) Cross Liability/Severability of Interest clause.

- h) Employer's Stop-Gap Liability endorsement, if applicable.
- i) Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.
- j) Designated General Aggregate Limit Endorsement if required by the Contract Documents.

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

5.1.4 Pollution Legal Liability (PLL)

Pollution Legal Liability coverage will be provided as follows: \$1,000,000.00 per occurrence; Aggregate \$2,000,000.00.

5.1.5 Umbrella Liability

The Contractor shall maintain an occurrence basis (as distinguished from a "claims made" basis) Umbrella Liability policy (true follow form) over the underlying General Liability, Automobile Liability, and Employer's Liability, with the following limits of liability: Each Occurrence \$3,000,000, Aggregate \$3,000,000.

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

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

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

5.1.6 Property Insurance

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

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

The Contractor is responsible for all physical damage to owned or rented machinery, tools, equipment, forms, and other items owned, rented or used by the Contractor or Subcontractor(s) in the performance of the Work including all of Owner's property in Contractor's care, custody,

or control, and all such property while it is in transit. The insurance coverage evidencing such shall include a waiver of subrogation in favor of the Owner.

5.1.7 Valuable Papers and Records

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

5.1.8 Claims

The Contractor shall notify the Owner within 24 hours of any claims or alleged claims received by the Contractor covered by any of the policies of insurance required in this Agreement. The Contractor shall provide a written copy of the claim or alleged claim to the Owner within 3 days of the Contractor's receipt of the claim or alleged claim. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit a copy of the claimant's release to the Owner. If a claim or alleged claim is rejected by the Contractor or its insurance company, the Contractor shall immediately report this fact to the Owner.

Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim. Without limiting the foregoing, the Contractor shall notify in writing the county risk manager of any paid or incurred claims which may impair annual aggregate or general liability.

5.1.9 Deductibles and Self-insured Retentions

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

5.1.10 Subcontractors

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

provided herein. Insurance monies received from any loss shall be divided as the respective interest of the parties affected shall appear.

5.2 OWNER CONTROLLED PROJECT SPECIFIC INSURANCE

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

5.3 CONTRACTOR AS JOINT VENTURE

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

Evidence of a Blanket Joint Venture Endorsement must be obtained from the General Liability and Contractor's Pollution Legal Liability carriers of each joint venture partner for a period of 6 years after completion of the Project, substantially as follows: **With respect to "your work", and the "products-completed operations hazard", you are an insured for your liability arising out of the conduct of any partnership or joint venture of which you were a partner or member, even though this partnership or joint venture is not shown as a Named Insured in the Declarations. This coverage is excess over any available liability purchased specifically to insure the partnership or joint venture. This coverage will not inure to the benefit of any other party except you."**

5.4 INDEMNIFICATION

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

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

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

e) upon completion of the Work the Contractor shall execute an affidavit, indemnification, and release stating there are no unpaid debts for any work that has been done or materials that have been furnished to the Project prior to and as of the date of substantial completion and further stating that Contractor shall indemnify, save and protect Owner and Owner's lender, if any, harmless from and against any and all claims, liabilities, liens, losses, damages, causes of action, and expenses (including court costs and reasonable attorney's fees related thereto) arising out of, in connection with, or resulting from any such claims, liabilities, liens, losses, damages, causes of action, or expenses. Such affidavit, indemnification, and release shall be in a form and substance acceptable to Owner. By executing this Agreement Contractor acknowledges the receipt of adequate consideration in return for said release.

The Contractor further agrees to obtain, maintain, and pay for such liability insurance coverages and endorsements as will insure the provisions of this paragraph 5.4. Furthermore, the Contractor agrees to be liable for and to indemnify and reimburse the Owner for all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The indemnification obligations under this paragraph shall not be limited in any way by the amount or type of damages, compensation or benefits payable under worker's compensation acts, disability benefit acts, other employment benefit acts, or the amount of insurance carried or recovered.

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

5.5 RISK MANAGEMENT POLICY

The Orange County Risk Management Policy shall not apply to construction contracts for amounts over \$250,000. The terms of these General Conditions related to insurance shall be the sole authority governing insurance requirements for such contracts.

ARTICLE 6. OTHER RECORD DOCUMENTS AND SUBMITTALS

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

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

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

6.3 No substitutions and no deviations from any requirement of the Contract Documents shall be deemed allowed unless the Contractor has specifically informed the Designer and the Owner in writing of such deviations at the time of submittal and the Designer and the Owner have given written and specific approval to the substitutions or deviations. In proposing a deviation or substitution the Contractor warrants to the Owner, notwithstanding any review, allowance or approval by the Designer or the Owner that the deviation or substitution is at least equal to or better in quality and for the purpose intended, and that Contractor shall not by reason of any such review, allowance or approval be relieved from any obligation or responsibility contained in the Contract Documents.

6.4 Review of submittal by the Designer shall not be construed as relieving the Contractor from responsibility for compliance with terms or designs of the Contract Documents nor from responsibility for errors of any sort in the submittal.

6.5 The Contractor shall keep one record copy marked "As-Built" of all Specifications, Drawings, Addenda, Modifications, and Submittals at the Project in good order and annotated at least monthly to show all changes made during the construction process. Such monthly annotations

and their approval by the Designer shall be a condition precedent to approval by the Designer of each monthly Request for Payment. Said record copy shall be stored at the Project and fully protected from damage by fire or other hazard. This record copy shall be available to the Designer and Owner for inspection at all times and shall be delivered to the Designer for the Owner's purposes prior to the Designer's certifying Substantial Completion of the Work.

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

ARTICLE 7. CONTRACTOR

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

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

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

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

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work within three (3) days after written

order, the Owner may withhold further payment by written notice until compliance with such order.

7.4 If, in the opinion of the Designer or the Owner, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, he shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer or the Owner in writing.

7.5 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work, other than those specifically excluded by the Contract Documents and to be furnished by the Owner or others. When use or storage of hazardous materials or equipment or methods of more than ordinary risk are necessary in accomplishing the Work, the Contractor shall give the Owner and Designer reasonable advance notice.

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

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

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

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

7.6 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Project site in their original packages or containers with seals unbroken and labels intact.

Materials shall be so stored as to assure the preservation of their quantity, quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected by the Designer or Owner prior to their use in the Work and shall meet the requirements of the Contract Documents at the time they are incorporated into the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Designer and the Owner. Materials to be stored at the Project or on the Owner's property shall not create an obstruction to the Owner's or other contractor's reasonable activities. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission. All storage sites on private or the Owner's property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

7.7 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.

7.8 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of the Contractor's own employees. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor or supplier and the Owner or the Designer, or any obligation on the part of the Owner or the Designer to pay or see to the payment of any money due any such Subcontractor or material furnisher except as may otherwise be required by law. The Owner or the Designer may furnish to any Subcontractor or supplier, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

7.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors.

7.10 The Contractor agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of the Owner and to furnish written evidence thereof to the Designer and the Owner within seven (7) days after written request by the Owner.

7.11 The Contractor shall attend job progress conferences and all other meetings or conferences as directed by the Designer. The Contractor shall be represented at these job progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct. Job progress conferences shall be open to Subcontractors, suppliers and any others who may contribute beneficially toward maintaining required job progress, and such personnel shall be encouraged by the Contractor to attend. It shall be the principal purpose of job progress conferences to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on

schedule and to complete the Work and the Project by the specified Completion Dates. The Contractor shall be prepared to assess progress of the Work as required in the Contract Documents and to recommend remedial measures for correction of progress as may be appropriate. The Designer shall preside as chairman and arrange for minutes to be taken and circulated.

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

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

7.12 The Contractor shall pay all license fees and royalties, and assume all costs incident to the use of any invention, design process, or device which is the subject of patent rights or copyrights held by others, except for inventions, design processes, or devices specified by the Designer in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner, the Designer, and anyone directly employed by either of them, from and against all claims, damages, losses and expenses, including attorney's fees and costs of defense, arising out of any infringement or alleged infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any actual or alleged infringement of such rights.

7.13 The Contractor shall secure and pay for all permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.

7.14 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and shall protect and indemnify the Owner and the Owner's officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or by the Contractor's employees, Subcontractors, sub-subcontractors, or their employees.

7.15 The Contractor shall be responsible for the entire site of the Project (except those under the Beneficial Occupancy of the Owner) and for its reasonable and necessary protection and security, as required by laws or ordinances governing such conditions, or by custom or sound construction practices, and shall share such responsibilities as may be agreed upon among them, or in the absence of such agreement, as may be directed by the Contract Documents, Owner, or Designer. The Contractor shall be responsible for any damage to the Owner's property, or that of others, by the Contractor or the Contractor's employees, Subcontractors,

sub-subcontractors, or their employees or agents, and shall make good such damages. The Contractor shall be responsible for and pay for any such claims against the Owner.

7.16 The Contractor shall protect all landscaping designated to remain in the vicinity of the operations and barricade all walks, roads, and areas as necessary to keep the public away from the construction.

7.17 The Contractor shall provide cover and protect all portions of the Work and provide all materials necessary to protect the Work whether performed by the Contractor or any of the Subcontractors or sub-subcontractors. Any Work damaged through the lack of proper protection, or from any other cause, shall be repaired or replaced without extra cost to the Owner or extension to the Contract Time.

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

Parking lots, streets, and walks connecting to the Project area shall be protected by the Contractor from deposits of mud, sand, stone, litter, or debris in any form. Pedestrian traffic areas around the construction limits must be maintained in a clean and safe condition at all times with required barricades and covered walkways. When excavation or other operations outside the Project limits is required, the Contractor shall, immediately following that work, return the area to its original condition.

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

7.18 No burning of refuse or debris shall be allowed inside or around the Project during the course of construction without written authority from authorities having jurisdiction and the Owner.

7.19 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons involved with the Work. Such measures and programs shall include the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or equivalent requirements, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building

code requirements relating to the prevention of accidents or injuries to persons on or about the location of the Work.

All trenches, excavations, or other hazards in the vicinity of the Work shall be well barricaded, and properly lighted at night. When Work requires closing of an area normally used by the Owner or the public, the Contractor shall furnish, erect, and maintain temporary barricades, and properly light the area. The Contractor shall comply with any directions and public authorities in this respect.

7.20 The Contractor shall designate a responsible officer or employee as safety inspector, whose duties shall include accident prevention on the Project as well as implementation of the Contractor's safety measures and safety programs on the Project. The name of the safety inspector shall be made known to the Designer and the Owner at the preconstruction conference.

7.21 In emergencies affecting the safety of persons, the Work, or property at the Project site or adjacent thereto, the Contractor is obligated to act in the Contractor's discretion to prevent threatened damage, injury, or loss. As soon as practicable, the Contractor shall notify the Designer and Owner of such emergency. The Contractor shall give the Designer and the Owner prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergency. If the Contractor believes that additional work done in an emergency entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided in Articles 14 or 15.

7.22 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work. At least weekly and at the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the Project. At the completion of the Work, the Contractor shall remove all tools, construction equipment, machinery, and surplus materials. The Contractor shall leave the Work in condition for occupancy by the Owner such that no cleaning or other operations are required. Material cleared from the Project and deposited on adjacent property shall not be considered as having been disposed of satisfactorily. If the Contractor fails to keep the Project clean of waste materials or rubbish, fails to satisfactorily clean-up weekly or at the completion of the Work, the Owner may do so and the costs thereof may be deducted from any amounts due the Contractor.

7.23 Utilities, temporary facilities, and signs shall be provided as described in the Contract Documents. Absent a contrary direction in the Supplementary Conditions, the Contractor shall pay all bills for water, electricity, or other public utility service to the Project site.

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

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

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

7.25 Prior to completion of the Work and Final Payment of the Contract Price, excepting only those portions of the Work deemed accepted in accordance with the Contract Documents, the Contractor shall have charge and care of the Work, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall as required by the Owner replace, rebuild, repair, restore, and make good all injury or damage to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expenses thereof.

7.26 In the event that the Work, or any portion thereof, is suspended at any time pursuant to an order of the Owner, the Contractor shall obey all instructions of the Owner regarding storage of materials, drainage, protection of the Work, and erection of temporary structures during the suspension period.

7.27 The Project Expediter for the Project shall be responsible for the coordination of the Work of itself and any other separate contractors, both as to space and time. The Project Expediter shall coordinate the implementation of the Contract Construction Schedule, all construction activities and close-out of the Project, including but not limited to all testing, inspection, certifications, and approvals required by public agencies.

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

7.28 The Owner hereby delegates to the Project Expediter all of its duties to coordinate and to expedite the Work not expressly reserved to the Owner by other provisions of the Contract Documents.

7.29 All Work performed pursuant to the Contract Documents shall conform in all respects to the North Carolina State Building Code and all other state, local, and national codes in effect at the time of and applicable to this Work.

7.30 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons at the Project site, and shall comply at all times with the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or the equivalent requirements of the Contractor's safety program, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements so as to prevent accidents or injuries to persons on or about the Project site. The Contractor shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairways, and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials, and shall maintain all protective devices and signs throughout the progress of the Work.

7.31 The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926 as adopted in 13 NCAC 07F.0201, including 29 CFR Part 1910 General Industry Safety and Health Standards applicable to construction) and N.C. Gen. Stat. §95-126 through 155 (Occupational Safety and Health) as well as all revisions and amendments to such standards or statutes as may occur throughout the performance of the Work.

7.32 Any land disturbing activity performed by the Contractor in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15 North Carolina administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 NCAC 4A, 4B, and 4C), and as may be revised or amended in the future. Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said Act are promptly taken. The Contractor shall be responsible for all penalties assessed pursuant to N.C. Gen. Stat. 113A-64 with respect to its Work, and shall indemnify and hold harmless the Owner from all costs and expenses, including attorney's fees and costs of defense arising out of or related to the enforcement of the Act against any party or person described in this Article.

7.33 Any mechanical or electrical work such as sleeves, inserts, chases, etc. located in the Work of the Contractor for general work shall be built in by that Contractor. On multiple prime projects, the mechanical and electrical contractors shall set all sleeves, inserts, and other devices built into the structure in cooperation and under the supervision of the Contractor for general work. The responsibility for exact location of such items shall be that of the mechanical, plumbing, or electrical prime contractor.

7.34 The Contractor shall be responsible for permanently fixed service facilities and systems in use during progress of the Work and shall strictly adhere to the following procedures:

a) Prior to acceptance of the Work by the Owner, the Contractor shall remove and replace any part of the permanent building systems damaged through use during construction.

b) Temporary filters shall be installed in each of the heating and air conditioning units, return air grilles, and other locations to prevent intrusion of dust, dirt, and debris during construction. Temporary filters shall be removed and replaced with new filters immediately prior to Substantial Completion.

c) Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied.

d) When the permanent lighting system is used during construction, lamps shall be replaced and shall be new on the date of Substantial Completion.

ARTICLE 8. OWNER

8.1 The Owner shall issue communications and notices to the Contractor through the Designer to the extent contemplated by the Contract Documents.

8.2 In case of termination of the employment of the Designer, the Owner shall appoint as Designer a qualified person who shall have and assume all rights and duties held by the original Designer.

8.3 The Owner shall have the right to take possession of and use any portion of the Work notwithstanding the fact that the time for completion of such portion of the Work may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 A waiver on the part of the Owner of any breach of any part of the Contractor shall not be held to be a waiver of any other or subsequent breach.

8.5 The Owner shall pay all permanent acreage fees, governmental impact fees, and meter deposits for permanent utilities.

ARTICLE 9. CONSTRUCTION MANAGER

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

ARTICLE 10. DESIGNER

10.1 The Designer is charged with the responsibility of interpretation of the Contract Documents. The Designer's decisions relating to aesthetic matters shall be final.

10.2 All Work completed under the Contract Documents shall be subject to review by the Designer. No Work is to be covered without the Designer's review or prior authorization. Any Work so covered without the Designer's review or prior authorization shall be uncovered at the Contractor's expense. The Contractor shall notify the Designer in writing at least twenty-four (24) hours in advance of covering any Work.

10.3 The Designer shall not be responsible for the construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, but shall be entitled to enforce any requirements in the Contract Documents specifying particular means, methods, techniques, sequences, or procedures.

10.4 The Designer shall be an Owner's representative during the construction period. The duties, responsibilities and authority of the Designer as the Owner's representative during construction are as set forth in the Contract Documents.

ARTICLE 11. TESTING AND SURVEYING

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

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

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

ARTICLE 12. SEPARATE CONTRACTS

12.1 It is expressly understood that the Owner may deploy the Owner's own employees or engage other separate prime contractors to perform Work as a part of the Project whose work

will be performed simultaneously and sequentially with the performance of the Work by the Contractor. It shall be necessary for the Contractor to coordinate construction activities with such other contractors, particularly with respect to access to work areas, storage of materials, and use of elevators and other common facilities. The Contractor shall diligently and in good faith cooperate with the Owner, the Designer, and all other contractors with respect to such matters and shall regularly and faithfully attend any and all meetings called by the Owner or the Designer with respect to such matters. Any disputes between the Contractor and any other separate prime contractor with respect to such matters shall be resolved in accordance with the claim and dispute resolution procedures in the Agreement.

ARTICLE 13. CONTRACT TIME

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

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

13.3 Not later than thirty (30) days following execution and delivery of the Construction Agreement by Owner to Contractor, the Owner shall deliver to the Contractor a Notice to Proceed. The Notice to Proceed shall state a commencement date on which it is expected that the Contractor will begin the Work to be performed under the Agreement. The Contract Time shall be measured from said specified commencement date. The commencement date stated in the Notice to Proceed shall not be earlier than three (3) days after the Notice to Proceed is served on the Contractor.

If, other than by mutual agreement, said specified commencement date is more than thirty (30) days after the date of execution and delivery of the Agreement from Owner to Contractor and the Contractor believes said delay justifies an increase in Contract Price or an extension of Contract Time, the Contractor may make a claim therefore as provided in Article 14 or Article 15. No Work shall be done prior to the date specified in the Notice to Proceed. A final Contract Construction Schedule shall be submitted for approval by the Contractor, Designer, and Owner no later than fourteen (14) days after Notice to Proceed. No payments shall be due the Contractor until this schedule is approved by all parties.

13.4 The Contract Construction Schedule is a Contract Document. The Contractor represents that the Contract Construction Schedule has been reviewed in detail, that the Contractor participated in its preparation, that all of the activities which impact, limit, or otherwise affect the time of completion of the Work are shown in the Contract Construction Schedule and that all of the activities of others which impact, limit, or otherwise affect the start, duration, or completion of

the Contractor's activities are also shown. The Contractor further represents that the Contractor can and will complete each activity within the time shown for that activity. **Time is of the essence with respect to each such activity and Completion Date.**

13.5 If the Contractor submits a construction schedule, progress report, or any other document that indicates or otherwise expresses an intention to achieve completion of the Work prior to any Completion Date required by the Contract Documents or prior to expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

13.6 If the Contractor, for reasons beyond the Contractor's control, is delayed in beginning any activity, the Contractor shall, nevertheless, have the same number of days as is shown in the Contract Construction Schedule for the activity, and the affected activity and any succeeding activity that is dependent upon that activity shall be adjusted accordingly; provided that at any time the Owner, by means of a Change Order, may require the Contractor to work overtime, to increase labor forces or to take any necessary or appropriate action to decrease the time required for any activity, and the Contractor shall be entitled to an adjustment in the Contract Price computed in accordance with Article 15 of these General Conditions.

13.7 At any time, the Owner may order the Contractor, on seven (7) days written notice, to begin any activity earlier than the starting date shown on the Contract Construction Schedule.

13.8 Should the Contractor fail to start any activity on the start date shown in the Contract Construction Schedule or as it may have been adjusted in accordance with paragraphs 13.5 or 13.6 above, or become delayed, the Contractor shall, without being entitled to any increase in the Contract Price or other compensation, work overtime, increase labor forces or take such other action as may be necessary or appropriate to complete the activity by the Completion Date shown on the Contract Construction Schedule, or as such Completion Date may have been adjusted.

13.9 The Designer and Owner or his Construction Consultant shall monitor progress of the work at all times and the Contractor shall cooperate with such monitoring and provide any and all information with respect to the progress of the Work and scheduling as the Owner may reasonably require.

13.10 On a monthly basis, the Contractor shall revise the Contract Construction Schedule, showing any adjustments made in accordance with paragraphs 13.5 or 13.6, above, by any Change Order, the progress of the Work, and any days gained or days lost with respect to any activity, and shall furnish copies thereof to the Owner and Designer.

13.11 Should any monthly revision of any Contract Construction Schedule show that the Contractor is behind on any activity, the late completion of which could delay Substantial Completion of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Contractor an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should Substantial Completion be delayed by the same number of days that the Contractor is currently behind schedule. If, subsequently, the Contractor's progress, as shown by any succeeding monthly revision to the Contract Construction Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Contractor such amounts as have been withheld in accordance with this paragraph.

13.12 The Owner shall have the right to perform Work, hire and employ labor and craftsmen, rent equipment, subcontract with other parties, or do anything that the Owner deems necessary or appropriate to remedy or cure any delay by the Contractor in the progress of the Work. Such action by the Owner shall not, in any way, affect, void or limit any warranty, guaranty or other responsibility of the Contractor under the Contract Documents. Such action may be taken by the Owner only after three (3) days written notice to the Contractor. All costs incurred by the Owner in taking any such action shall be charged to the Contractor and deducted from any amounts remaining due under the Agreement.

13.13 The Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseen causes beyond the control and without the fault or negligence of the Owner, the Contractor or the Contractor's Subcontractors as follows:

- a) Labor disputes and strikes that directly impact the critical path activities of the Contract Construction Schedule;
- b) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials.
- c) Acts of the public enemy; acts of the State, Federal, or local government in their sovereign capacities.
- d) Abnormal inclement weather as defined in Article 13.14.

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

Number of Inclement Weather Days

January	10
February	10
March	10
April	9
May	10
June	9
July	11
August	10
September	8
October	7
November	8
December	9

13.15 If the Contractor believes that the progress of the Work has been adversely affected by adverse weather recognized by the Designer during a particular month, the Contractor shall submit a written request for extension of time to the Designer. Such a request for time extension of the Contract Time shall be submitted by the tenth (10th) day of the month following that month in which the adverse weather is encountered. The request shall include, but is not limited to, the following information: a) Detailed description of weather's effect on scheduled activities and its net effect on the critical path of the Project, and b) Weather records from the official weather station nearest the Project site and records of actual observation as contained in daily reports, correspondence, or other documentation.

13.16 The Contractor specifically recognizes that a delay by the Contractor in achieving any Completion Date can have the effect of delaying the Substantial Completion of the Project, that such delay in Substantial Completion of the Project will necessarily cause damages, losses, and expenses to the Owner, including, but not limited to and by way of illustration only, increased capitalized costs and interests for the Project, increased and extended Project overhead, Designer's and Consultant's fees, increased costs of construction, increased and extended operation costs of other facilities, and inefficiency and loss of productivity, and that such damages, losses, and expenses may not be readily identifiable or ascertainable at the time they are incurred or at any time. Therefore, and in recognition of these factors and the likelihood that actual damages from his delay will not be readily ascertainable, the Contractor agrees to pay to the Owner, as Liquidated Damages and not as a penalty, the sum identified in the Contract Documents hereto as the Liquidated Damages per Day, for each day by which the failure to meet any Completion Date shown in the Contract Construction Schedule, adjusted in accordance with this Article, delays the Substantial Completion of the Project.

13.17 The Contractor shall not be entitled to any adjustment in the Contract Price or other compensation from the Owner for any delay in the completion of or progress on the Work that is caused by a force majeure condition or is otherwise not caused by the sole and direct act or omission of the Owner and the Owner's employees or agents.

13.18 The sum for Liquidated Damages is the amount stated in the Contract Documents as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the Work within the time specified, such time being in the essence of this contract and a material consideration thereof.

ARTICLE 14. CHANGES IN THE WORK

14.1 Without invalidating the Contract Documents, the Owner may, at any time, or from time to time order additions, deletions, or revisions in the Work. Said additions, deletions, or revisions shall be authorized only by written Change Orders, Construction Change Directives or Field Orders. Upon receipt of a Change Order, Construction Change Directive or Field Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, adjustments shall be made as provided in Article 14 or Article 15. In order to expedite the Work and avoid or minimize delay in the Work that might affect the Contract Price or Contract Time, the Designer may issue a Change Order in the form of a Construction Change Directive which when signed by the Owner and Designer, directs the Contractor to proceed promptly with the Work involved. Any claim for an adjustment in Contract Price or Time, if not defined in the Construction Change

Directive, shall be promptly made in writing in accordance with the procedures defined in Article 15.2.

14.2 The Designer may authorize minor changes or alterations in the Work not involving change in the Contract Price or in the Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. Such alterations shall not invalidate the Contract Documents nor release the surety. If the Contractor believes that any minor change or alteration authorized by the Designer entitles him to an increase in the Contract Price or an extension of Contract Time, he may make a claim therefore as provided in Article 14 or Article 15.

14.3 Except in an emergency endangering life or property, no change shall be made by the Contractor except upon prior written Change Order, Directive or Field Order authorizing such Change.

14.4 Increases in the Contract Price or extensions of the Contract Time for additional Work performed by the Contractor shall only be in accordance with a written Change Order signed by the Owner and Designer. The Contractor shall not be entitled to additional time or to additional compensation for any Work performed or material supplied which is claimed to have been authorized or settled by an "oral" change, or by a "constructive" or "implied" change, or by a course of conduct, or by any action or non-action by the Owner, Designer, or any other persons, or by any means whatsoever other than by a written Change Order for such Work or material signed by the Owner and the Designer.

14.5 Changes in the Work resulting from emergency shall not invalidate the Contract Documents nor release the surety.

14.6 Neither the Owner nor the Designer shall be responsible for verbal instructions which have not been confirmed in writing, and in no case shall such instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a proper Change Order, Construction Change Directive or Field Order, whether or not the cost is affected.

14.7 The Owner, in its sole discretion, may require that the Contractor notify the Contractor's sureties of any changes affecting the general scope of the Work or change in the Contract Price, and that the amount of applicable bonds shall be adjusted accordingly. If this requirement is exercised, the Contractor shall furnish proof of such adjustment to the Designer and the Owner.

If this requirement is exercised, the Change Orders shall require written consent of the Contractor's surety. At the time of signing a Change Order, the Contractor shall be required to certify as follows: "I certify that all sureties have been notified that my contract has been altered by the amount of this Change Order, and that a copy of the approved Change Order will be mailed to all sureties upon its receipt by me." If this requirement is exercised, no payment to the Contractor on account of any Change Order shall become due or payable until written evidence of the surety's consent to the Change Order has been furnished to the Designer and to the Owner, and the furnishing of such written consent is a condition precedent to such payment.

14.8 The Contractor shall support all requests for Change Orders with a detailed cost breakdown showing cost of materials, labor, equipment, transportation, other items, Contractor's overhead and profit, and total cost, in accordance with methods defined in this Article, and, if the request seeks an extension of the Contract Time, with a time-related diagram which demonstrates specifically why an increase in construction time is needed.

14.9 When a request for a Change Order involves a Subcontractor, the Contractor shall provide quotation from same on Subcontractor's letterhead. The Subcontractor's quote shall list materials, equipment, and labor separately, and show overhead and profit in the manner provided in paragraph 14.8.

ARTICLE 15. CHANGE OF THE CONTRACT PRICE

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

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

A claim shall be made in writing and shall be delivered to the Designer and the Owner no later than fourteen (14) days after such notice. The claim shall describe in detail the basis for the claim, with specific reference to any provisions of the Contract Documents, by paragraph, drawing number, or other specific identification, and shall state the amount claimed and how it is calculated. If the Contractor, at the time the claim is made, is unable to state the amount claimed with accuracy, the Contractor shall so state and provide the estimated amount and the basis on which the amount is to be calculated. At the earliest date practicable, but in no event more than thirty (30) days after Contractor's notice of claim, the Contractor shall supplement the claim with an accurate statement of the amount claimed and how it has been calculated. The Contractor shall provide, in writing, in support of the claim all such explanations, arguments, data, receipts, expert opinions, or other documents or information as the Contractor deems appropriate to be considered in support of the claim.

A claim may properly be rejected by the Owner by reason of the Contractor's failure to submit adequate or accurate documentation or information, except that within seven (7) days after being given notice that the claim has been rejected on this basis, the Contractor may submit additional documentation or information. No claim for a change of the Contract Price shall be considered or granted (except solely at the discretion of the Owner) unless a claim is so made, nor shall the Contractor be entitled to any increase in the Contract Price unless the Contractor has given notice and made such a written claim within the times required. The Owner shall decide, after obtaining the advice of the Designer, whether an increase in Contract Price is warranted, and the amount of such increase shall be determined as provided in paragraph 15.4 through 15.5, below. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

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

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

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

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

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

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

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

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

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

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

ARTICLE 16. UNFORESEEN CONDITIONS

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

ARTICLE 17. CORRECTION OF WORK BEFORE FINAL PAYMENT

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

Any work, materials, fabricated items, or other parts of the Work which have been found by the Designer to be defective or not in accordance with the Contract Documents shall be condemned and shall be removed from the Project by the Contractor, and immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner. Work or property of the Owner or others damaged or destroyed by virtue of such condemned Work shall be made good at the expense of the Contractor. Correction of condemned Work described above shall be commenced by the Contractor within twenty-four (24) hours after notice from the Designer or the Owner and shall be pursued to completion. Should the Contractor fail to proceed reasonably with the abovementioned corrections, the Owner may, three (3) days after the notice specified in the preceding sentence, proceed with correction, paying the cost, including costs of uncovering such condemned Work, of such corrections from amounts due or to become due to the Contractor.

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

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

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

18.1 Neither the final certificate, Final Payment, occupation of the premises by the Owner, nor any provision of the Contract Documents, nor any other act or instrument of the Owner or the Designer shall relieve the Contractor from responsibility for negligence, defective material or workmanship, or failure to comply with the Contract Documents.

18.2 The Contractor shall, at the Contractor's sole cost and expense, make all necessary repairs, replacements, and corrections of any nature or description, interior or exterior, structural or non-structural, that shall become necessary by reason of defective workmanship or materials which appear within a period of one (1) year from the date of Substantial Completion; provided, however that notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship under the Contract Documents, or under any subcontract, or in connection with any manufactured unit which is installed in the Project, or under the laws of the State of North Carolina, the longer guarantee period shall govern.

18.3 If, within any guarantee period, repairs or changes are required in connection with the Work, which are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Designer and without expense to the Owner:

- a) Completely repair or replace the Work so that it conforms to the Contract Documents;
- b) Correct all defects therein;
- c) Make good all damage which, in the opinion of the Designer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents; and
- d) Make good any Work or material, or any equipment or contents disturbed in fulfilling any such guarantee.

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

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected, and the Contractor and the Contractor's sureties shall be liable for all expenses incurred. "Promptly" is defined as within twenty-four (24)

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

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

ARTICLE 19. OWNER'S RIGHT TO DO WORK

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

19.2 Should the cost of such action by the Owner exceed the amount due or to become due the Contractor, the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 20. PARTIAL PAYMENTS

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

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

the previous calendar month, and shall sum up the financial status of the Work with the following information:

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

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

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

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

20.5 The Designer may fail to certify all or part of any payment requested for any of the following reasons:

- a) Defective Work not corrected.

- b) Suits, actions, or claims of any character filed against the Contractor, or due to the operations of the Contractor, or information or notice that a suit, action, or claim will be filed or has been made.
- c) Information or notice that a Subcontractor or a supplier has not received payment.
- d) The balance unpaid of the Contract Price is insufficient to complete the Work in the judgment of the Designer or Owner.
- e) Damage to the Owner or another contractor.
- f) Inability of the Contractor to meet a Completion Date, including an anticipated failure to meet a Completion Date entitling the Owner to withhold anticipated Liquidated Damages in accordance with paragraphs 13.15 and 13.17 hereof.
- g) Failure to furnish Submittal as required by the Contract Documents on a timely basis in accordance with the Submittal Register.
- h) Such other reason as to the Designer may appear prudent, proper, or equitable. When grounds for withholding certification have been corrected, the Designer shall so certify to the Owner and the Owner shall make any payment due with respect to such certification as a part of his next payment after such certification.

20.6 No certificate issued or progress payment made shall constitute an acceptance of the Work or any part thereof.

20.7 The amount certified by the Designer for payment shall be ninety-five percent (95%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraph 20.4, and this amount shall be paid by the Owner on or before the last business day of the month, but payment shall not be past due until not paid within fifteen (15) days thereafter.

20.8 After certification by the Designer that the Work is fifty percent (50%) complete, based on a determination that the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, (except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete) and the Contractor has provided to the Owner the written consent of its sureties to the cessation of further percentage retention, the amount certified for payment with respect to subsequent Requests for Payment shall be one hundred percent (100%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraphs 20.4 and 20.5; provided, however, that the aggregate of periodic payments shall not exceed ninety-seven and one half percent (97.5%) of the Contract Price. If the Owner determines that the Contractor's performance under the Contract is unsatisfactory, the Owner may resume withholding percentage retention from each subsequent periodic payment application up to the maximum amount of five percent (5%) of the Contract Price.

ARTICLE 21. FINAL PAYMENT

21.1 If the Work of the Contractor is limited to demolition, pilings, caissons and structural steel, the remaining unpaid balance of the Contractor's Contract Price, less a sum equal to five-tenths percent (0.5%) of the Contract Price, shall be paid within sixty days following receipt of the following documents, all of which must be received before payment shall become due: (i) request for payment from the Contractor; (ii) receipt of consent from the Contractor's surety to the payment; and (iii) approval or certification from the Designer that the work performed by the Contractor is acceptable and in accordance with the Contract Documents.

21.2 Except as set forth in paragraph 21.1, within forty five days after Substantial Completion of the Project, the remaining unpaid balance of the Contract Price shall be paid to the Contractor, less an amount equal to two and one-half times the value of punch list work or other work remaining to be completed or corrected, as reasonably estimated by the Owner.

21.3 Upon Substantial Completion, the Designer shall prepare and submit to the Contractor a deficiency list identifying all portions of the Work which are known by the Designer at that time to be incomplete or defective. Within thirty (30) days of receipt of this deficiency list, the Contractor shall complete and correct all items on that list along with all other Work required to achieve Final Completion of the Work. At any time prior to completion of the period of warranty, the Designer may submit to the Contractor a supplemental deficiency list, in which case the Contractor shall complete or correct any and all new items identified on the supplemental deficiency list within the time period stipulated in paragraph 18.3.

21.4 Final Payment of any remaining balance of the Contract Price shall not be due to the Contractor until the Contractor achieves Final Completion of the Project.

21.5 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Owner except:

- a) Claims arising from unsettled liens or claims against the Contractor.
- b) Defective Work or materials appearing after Final Payment.
- c) Failure of the Contractor to perform the Work in accordance with the Contract Documents.
- d) As conditioned in the Performance Bond.
- e) Claims made prior to Final Payment which remain unsettled.
- f) Amounts due arising under Articles 18 and 28.
- g) Claims for recovery of overpayment based upon incorrect measurement, estimate, or certificate.

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

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

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

ARTICLE 22. CONTRACTOR, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT

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

ARTICLE 23. ASSIGNMENTS AND SUBCONTRACTS

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

ARTICLE 24. MEASUREMENTS

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

ARTICLE 25. CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

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

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

25.2 The Contractor agrees that the terms of the Contract Documents, including all portions thereof, shall apply to all Subcontractors of the Contractor as if they were the Contractor, and that the Subcontractors of the Contractor shall, by means of their subcontracts, be bound by all the terms of the Contract Documents including, but not limited to, Article 26 of these General Conditions.

25.3 Payments to Subcontractors shall be made in accordance with the provisions of N.C. Gen. Stat. §143-134.1.

ARTICLE 26. USE OF PREMISES

26.1 The Contractor shall confine apparatus, the storage of materials, the operations of workers, and the disposal of material to limits indicated by law, ordinances, permits, and directions of the Designer, if any.

26.2 The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance, or configuration.

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

ARTICLE 27. CUTTING, PATCHING AND FITTING

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

ARTICLE 28. DISPUTE RESOLUTION

28.1 The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. In any dispute arising pursuant to the terms of this Agreement the Parties shall follow and abide by the Rules and Procedures for Orange County Design, Building Construction, Renovation, and Repair Projects. The policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Regardless of the outcome of any dispute each Party shall be responsible for its own legal costs including reasonable attorneys' fees.

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

ARTICLE 29. TAXES

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

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

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

b) The documentary evidence shall consist of a certified statement by the Contractor and each of the Contractor's Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.

c) Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

d) The Contractor shall not be required to certify the Subcontractor's statements.

ARTICLE 30. OPERATION OF OWNER'S FACILITIES

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

ARTICLE 31. THIRD PARTY BENEFICIARY CLAUSE

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

ARTICLE 32. MEASUREMENT OF QUANTITIES

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

ARTICLE 33. TERMINATION BY THE OWNER FOR CAUSE

33.1 If the Contractor fails to begin or complete the Work under the Contract Documents within the time specified, or fails to perform the Work with sufficient labor and equipment or with sufficient materials to insure the prompt completion of said Work, or shall perform the Work unsuitably or shall discontinue the prosecution of the Work for three (3) days, or if the Contractor shall become insolvent, be declared bankrupt, commit any act of bankruptcy or insolvency, allow any final judgment to stand against the Contractor or its affiliated companies unsatisfied for a period of forty-eight (48) hours, make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, the Owner may give notice in writing to the Contractor and the Contractor's sureties of such delay, neglect, or default, specifying the same, and if the Contractor within a period of three (3) days after such notice shall not proceed in good faith and with reasonable speed to correct such delay, neglect, or default in accordance with such notice, the Owner shall have full power and authority, to the extent permitted by law, without violating the Contract Documents, to take the prosecution of the Work out of the hands of the Contractor, to appropriate or use any or all materials and equipment at the Project as may be suitable and acceptable, and may enter into an agreement for the completion of the Work or pursue such other methods as in the Owner's opinion shall be necessary or appropriate for the completion of the Work in an acceptable

manner. All costs and charges incurred by the Owner in proceeding in accordance with the preceding sentence, including attorney's fees, and all costs incurred by the Owner in completing the Work shall be deducted from any money due or which becomes due the Contractor. If such costs and expenses incurred by the Owner shall be less than the sum which would have been payable under Contract Documents if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but if such costs and expenses shall exceed the sum which would have been payable under the Contract Documents, the Contractor and the Contractor's surety shall be liable to the Owner for and shall pay to the Owner the amount of such excess.

ARTICLE 34. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE

34.1 The Owner may, without cause, order the Contractor to terminate, suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Owner may terminate the Agreement upon seven (7) days written notice to the Contractor for the Owner's convenience and without further liability or obligation to the Owner.

34.2 If the Contractor is subsequently ordered by the Owner to resume the Work, any cost or expenses to which the Contractor may be entitled by reason of the suspension, delay, or interruption shall be recovered by means of a Change Order in accordance with Articles 13 and 14 hereof and the Contract Construction Schedule shall be adjusted in accordance with Article 13 hereof.

34.3 In the event of termination by the Owner under this Article, the Contractor shall be entitled to receive the reasonable and documented direct costs incurred prior to termination, including the cost of materials purchased for the Work which purchases cannot be canceled or which material cannot reasonably be used by the Contractor on other work, and the cost of closing down the Project in a safe and efficient manner, plus ten percent (10%) thereof for overhead and profit, subject to the following conditions:

a) When the Contract is terminated before completion of all items of Work, payment shall be made for the actual number of units or items of Work completed at the applicable contract prices, or as mutually agreed for items of Work partially complete. If a mutual agreement cannot be reached, the Owner shall have the authority to make such equitable adjustment as it deems warranted and the Final Payment shall be made accordingly.

b) Reimbursement for organization of any Work and moving equipment to and from the job shall be considered when not otherwise provided for in the Contract Documents where the volume of completed Work is too small to compensate the Contractor for those expenses under unit prices. If a mutual agreement cannot be reached, the Owner will have the authority to make such equitable adjustments as it deems warranted and the Final Payment will be made accordingly.

c) Materials obtained by the Contractor for the Work that have been inspected and accepted by the Designer and that are not incorporated in the Work shall, at the request of the Contractor, be purchased from the Contractor at the Contractor's actual cost as shown by receipted bills and actual costs records at such points of delivery as may be determined by the Owner.

d) No payment shall be made by Owner to Contractor except as herein above provided. No claim for loss of anticipated profits shall be considered or allowed.

e) Termination of the Contract shall not relieve the Contractor of his responsibilities for any completed portion of the Work nor shall it relieve his sureties of their obligation for and concerning any just claims arising out of the Work performed. The Contractor shall not be entitled to any other compensation, including compensation for lost profit, lost opportunity, or any other direct or consequential cost, loss, or damage.

f) Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impossible due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.

ARTICLE 35 MINORITY BUSINESS ENTERPRISE PROGRAM

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

ARTICLE 36 E-VERIFY AND DIGITAL SIGNATURES

36.1 By executing the Agreement Contractor affirms Contractor, its agents and subcontractors, are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes.

36.2 This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

36.3 By executing the Agreement Contractor certifies that Contractor has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58.

36.4 By executing the Agreement Contractor certifies that Contractor has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

ARTICLE 37 GENERAL

37.1 If any provision of the Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

37.2 The titles to Articles herein are for convenience only, are not substantive parts of the General Conditions, and are not to be considered in interpreting the Contract Documents.

END OF GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION—EXHIBIT 1

ORANGE COUNTY

NORTH CAROLINA

**DISPUTE RESOLUTION RULES AND PROCEDURES FOR ORANGE COUNTY DESIGN, BUILDING
CONSTRUCTION, RENOVATION, AND REPAIR PROJECTS**

RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

A. Purpose of Mandatory Settlement Conferences. Pursuant to G.S. §143-128(f1) and 143-135.26(11), these Rules are promulgated to implement a mediated settlement program designed to focus the parties' attention on settlement rather than on claim preparation and to provide an opportunity for orderly settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.

B. Initiating the Dispute Resolution Process

1. Any party to a County public construction contract (referred to herein generally as the "Contract") governed by Article 8. Ch. 143 of the General Statutes and identified in G.S. § 143-128(f1) and who is a party to a dispute arising out of the Contract and the construction process in which the amount in controversy is at least \$15,000 may submit a written request to the County for mediation of the dispute.
2. Prior to submission of a written request for mediation to the County, the party requesting mediation should give notice of any and all claims in accordance with their respective contracts, obtain decisions on the claims as required or allowed by their respective contracts, and attempt to resolve the dispute according to the terms and conditions in their respective contracts. The Mediator may adjourn any mediated settlement conference if the Mediator believes, in his or her sole discretion, that the parties have not satisfied all of the terms and conditions of their respective contracts and that doing so will enhance the prospects for a negotiated settlement.

C. Condition Precedent to Litigation. Before any party to a Contract may commence a civil action against the County seeking remedies for breach or non-performance of the Contract by the County, said party must first initiate the dispute resolution process under these rules and attend and participate in good faith in the mediated settlement conference.

RULE 2. SELECTION OF MEDIATOR

A. Mediator Listing. A List of Mediators acceptable to the County is maintained by the County Attorney and that list is incorporated by reference into these Rules.

B. Selection of Mediator. The party requesting mediation shall select a Mediator from the List of Mediators and shall file, with the County, a Notice of Selection of Mediator within 21 days of the request for mediation. Such notice shall state the name, address, and phone number of the Mediator selected. If

the Mediator selected is not available or declines to participate for any reason, the requesting party shall select another person from the List of Mediators. If the party requesting mediation does not select and designate a mediator within 21 days of the request for mediation, the County shall have the right in its absolute discretion to appoint a mediator from its List of Mediators.

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

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

A. Where Conference is to be Held. Unless all parties and the Mediator otherwise agree, the mediated settlement conference shall be held in county seat of Orange County. The Mediator shall be responsible for reserving a place, making arrangements for the conference, and giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons or entities required to attend.

B. When Conference is to be Held. The mediation shall be completed within 90 days after selection of the Mediator unless all parties to the mediation agree to a different schedule.

C. Request to Accelerate or Extend Deadline for Completion. Any party or the Mediator may request the County to accelerate or extend the deadline for completion of the conference. Such request shall state the reasons the acceleration or extension is sought and shall be served by the moving party upon the other parties and the Mediator. Objections to the request must be promptly communicated to the County and to the Mediator.

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

D. Recesses. The Mediator may recess the mediation conference at any time and may set times for reconvening. If the Mediator determines the time and place where the conference is to reconvene before the conference is recessed, no further notice is required to persons present at the conference.

E. Project Delay. The mediated settlement conference that results from a construction contract dispute shall not be cause for the delay of the construction project.

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

A. Attendance.

1. All parties to the dispute must designate an official representative to attend the mediation.
2. "Attendance" means physical attendance, not by telephone or other electronic means. Any attendee representing a party must have authority from that party to bind it to any agreement reached as a result of the mediation.
3. Attorneys representing parties may attend the mediation, but are not required to do so.

4. Sureties and insurance company representatives are required to physically attend the mediation unless the Mediator and all of the other parties to the mediation excuse their attendance or consent to their attendance by telephone or other electronic means.

5. The parties who attend a duly scheduled mediation conference shall have the right to recover their share of the Mediator's compensation from any party or parties who fail to attend the conference without good cause.

B. Finalizing Agreement. If an agreement is reached in the conference, the terms of the agreement shall be confirmed in writing and signed by all parties.

C. Payment of Mediation Fee: Mediation Fees charged by the Mediator shall be paid in accordance with G.S. § 143-128(f1).

D. Failure to Compensate Mediator. Any party's failure to compensate the Mediators in accordance with G.S. § 143-128(f1) shall subject that party to a withholding by the County of said amount of money from the party's payment or any other moneys owed by that party to the County.

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

RULE 5. AUTHORITY AND DUTIES OF MEDIATORS

A. Authority of Mediator.

1. Control of Conference. The Mediator shall at all times be in control of the conference and the procedures to be followed.

2. Private Consultation. The Mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.

3. Scheduling the Conference. The Mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and Mediator. In the absence of agreement, the Mediator shall select the date for the conference.

4. Determining good cause for a party's failure to appear at a scheduled mediation conference.

B. Duties of Mediator.

1. The Mediator shall define and describe the following at the beginning of the conference:

a. The process of mediation.

b. The difference between mediation and other forms of conflict resolution.

c. The costs of the mediated settlement conference.

d. That the mediated settlement conference is not a trial, the Mediator is not a judge, and the parties retain their legal rights if they do not reach settlement; however, the

Mediator will advise all parties that failure to appear at mediation without good cause may result in imposition of sanctions and may be asserted as a bar to lawsuits by claimants who have failed to exhaust this administrative remedy.

e. The circumstances under which the Mediator may meet and communicate privately with any of the parties or with any other person.

f. Whether and under what conditions communications with the Mediator will be held in confidence during the conference.

g. The inadmissibility of conduct and statements as provided by G.S. §7A-38.1(1).

h. The duties and responsibilities of the Mediator and the participants.

i. That any agreement reached will be reached by mutual consent.

2. Disclosure: The Mediator has a duty to be impartial and to advise all participants of any possible bias, prejudice or partiality.

3. Declaring Impasse: The Mediator may determine at any time during the mediation conference that an impasse exists and that the conference should end.

4. Reporting Results of Conference. The Mediator shall submit a written report to the County and the other parties within 10 days of the conference stating whether or not the parties reached an agreement. The Mediator's report shall indicate the absence of any party from the mediated settlement conference without permission or good cause.

5. Scheduling and Holding the Conference. It is the duty of the Mediator to schedule the conference and conduct it prior to the deadline of completion set by the rules. The Mediator shall strictly observe deadlines for completion of the conference unless said time limit is changed by agreement of the parties.

RULE 6. COSTS AND COMPENSATION OF THE MEDIATOR

The Parties shall compensate the Mediator for mediation services at the rate proposed by the Mediator and agreed to by the parties at the time the Mediator is selected. The Parties shall be jointly responsible for the Mediator's costs and expenses subject to Rule 4.C. above. Each Party is responsible for its own costs and expenses, including reasonable attorneys' fees, related to the Mediation.

RULE 7. RULE MAKING

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

RULE 8. DEFINITIONS

A. "County" shall mean Orange County North Carolina.

B. "Project Designer" is that person or firm stipulated as project designer in the Contract Documents for the project.

C. “Claim” is a demand or assertion by a party seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the parties to a Contract involved in the County’s building construction renovation and repair projects arising out of or relating to the Contract or the construction process. Claims must be initiated by a written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

D. “Good Cause” generally includes any circumstance beyond the control of a party, which prevents that party from meeting obligations. When good cause is asserted as an excuse for a party’s failure to appear at a mediation conference or to otherwise comply with the requirements of these Rules, the Mediator, in his or her sole discretion, will determine whether good cause exists to excuse the party’s failure to appear or otherwise comply with these rules.

RULE 9. TIME LIMITS

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

NORTH CAROLINA

CONSTRUCTION AGREEMENT OVER \$250,000.00

ORANGE COUNTY

THIS CONSTRUCTION AGREEMENT (hereinafter called "Agreement"), made as of the _____ day of _____, 20____, by and between _____, (hereinafter called the "Contractor"), and Orange County, a political subdivision of the State of North Carolina, (hereinafter called the "County," "Orange County," or "Owner").

WITNESSETH:

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

1. CONTRACT DOCUMENTS; PRIORITY

The Contract Documents consist of this Agreement, the General Conditions which are fully incorporated in this Agreement, the Request for Proposals, designer approved communications and field orders, the Proposal, Construction Documents and Drawings and Written Specifications. The Contract Documents form the Contract. In the event of any inconsistency between or among the Contract Documents the Contract Documents shall be interpreted in the following order of priority:

- a. This Agreement and incorporated General Conditions attached as Exhibit 1.
- b. Designer approved and stamped construction documents and drawings and written specifications.
- c. Designer approved communications and field orders.
- d. Request for Proposals and addenda thereto.
- e. Proposal.

2. SCOPE OF WORK

The Contractor shall furnish and deliver all of the materials, and perform, and be fully responsible for all of the Work required by this Agreement within the time period stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner and in accordance with the following enumerated documents, which are made a part hereof as if fully contained herein:

- a. Construction Drawings prepared by _____ (Sheet _____ dated _____)
- b. Written specifications prepared by the Designer.
- c. _____ proposal dated _____, 20____ which fully describes the work to be performed, such work (hereinafter called the "Work").

- d. Related documents listed under Section 1 above.

3. TERM AND SCHEDULING

- a. The Contractor agrees to commence work pursuant to the written Notice-to Proceed.
- b. The Contractor agrees to complete substantially all Work included by _____, 20_____.
- c. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates.
- d. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents and as stipulated in a written Notice-to-Proceed to be executed by the Contractor and Owner.

4. STANDARD OF CARE AND DUTIES OF CONTRACTOR

- a. The Contractor shall exercise reasonable care and diligence in performing the Work in accordance with the generally accepted standards of this type of Contractor practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Contractor is solely responsible for the professional quality, accuracy, timely completion, and submission of all work.
- b. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance or configuration.
- c. Contractor shall be responsible for all Contractor, Subcontractor, and Sub-subcontractor errors or omissions, in the performance of the Agreement together with the errors and omissions of any agent or employee of the Contractor or any Subcontractor or Sub-subcontractor. Contractor shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes, or conflicts at no additional cost to the Owner.
- d. Contractor is an independent contractor of Owner. Any and all employees of the Contractor engaged by the Contractor in the performance of any work or services required of the Contractor under this Agreement, shall be considered employees or agents of the Contractor only and not of the Owner, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.
- e. Contractor shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal non-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each Orange County policy is incorporated herein by reference _____ and _____ may _____ be _____ viewed _____ at http://www.orangecountync.gov/departments/purchasing_division/contracts.php). Any violation of the Orange County Non-Discrimination Policy is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination.

- f. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Contractor represents that it and its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- g. The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as specifically set forth in the Contract Documents the Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- h. The Contractor shall appoint a competent Project Manager with general authority to manage the Project for the Contractor. The Contractor shall also keep on the Project at all times during the Work of the Contractor a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Designer or by the Owner if a Designer is not retained for the Project.
- i. If, in the opinion of the Designer, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, such Subcontractor shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer.
- j. The Contractor shall attend all progress conferences and all other meetings or conferences. The Contractor shall be represented at these progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct.
- k. Costs and expenses of providing samples for and assistance in any testing shall be borne by the Contractor. Any Work in which untested materials are used without written approval or written permission of the Owner or Designer shall be removed and replaced at Contractor's expense.
- l. The Contractor shall obtain all necessary permits including all permits required to complete the Work in compliance with local, state, and federal law.

5. PAYMENT & TAXES

- a. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work for a sum not-to-exceed Dollars (\$). Not later than the fifth (5th) day of each calendar month the Contractor shall submit to the Owner's Representative, generally the Designer if a Designer is retained on the Work, a Request for Payment for work done during the previous calendar month.
 - (i) The Request for Payment shall be in form of a standardized invoice or AIA Document G702-703 appropriately addressed to Owner's Representative at and shall show substantially the value of work done during the previous calendar month.

- (ii) The amount due for payment shall be ninety-five percent (95%) of the value of work completed since the last Request for Payment and this amount shall be paid by the Owner on or before the last business day of the month. Owner shall retain five percent (5%) (the “Retainage”).
 - (1) Upon Owner’s Representative’s certification that fifty percent (50%) of the Work has been satisfactorily completed Retainage shall be reduced to two and one half percent (2½%).
 - (2) Upon Owner’s Representative’s certification that ninety percent (90%) of the Work has been satisfactorily completed Retainage may be discontinued. Retainage may be discontinued, at Owner’s Discretion, so long as work continues to be completed satisfactorily and on schedule.
 - (3) The Owner may discontinue withholding retainage in accordance with the provisions of NCGS-143-(b1)(2) when the project is 50% complete.
- (iii) Final payment shall not be due to the Contractor until thirty (30) days after Final Completion of the Work, including punch list work, has been satisfactorily (as determined by the County) completed and an appropriate Affidavit, Indemnification, and Release as required in Section 5.4(e) of Exhibit 1 has been received and approved by Owner.
- b. Should Owner reasonably determine that Contractor has failed to perform the Work related to a Request for Payment, Owner, at its discretion may provide the Contractor ten (10) days to cure the breach. Owner may withhold the accompanying payment without penalty until such time as Contractor cures the breach.
 - (i) Should Contractor or its representatives fail to cure the breach within ten (10) days, or fail to reasonably agree to such modified schedule, Owner may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Contractor.
 - (ii) This section shall not be interpreted to limit the definition of breach to the failure to perform the Work related to a Request for Payment.
- c. The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of its subcontractors.
- d. Should the Owner receive notice that the Contractor has failed to pay a Subcontractor for the Work performed related to a Request for Payment, Owner shall have the authority to withhold payment of the disputed amount until parties resolve their dispute. Failure to pay the Contractor pursuant to this section of the Agreement shall not be deemed to be a breach of the Agreement.

6. NON-APPROPRIATION

- a. Contractor acknowledges that Owner is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.
- b. In the event that public funds are unavailable or not appropriated for the performance of Owner's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Owner immediately upon written notice to Contractor of the unavailability or non-appropriation of public funds. It is expressly agreed that Owner shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.
- c. In the event of a change in the Owner's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects Owner's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Owner upon written notice to Contractor of such limitation or change in Owner's legal authority.

7. NOTICES

Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

<p>Owner: Orange County Attn: P.O. Box 8181 Hillsborough, NC 27278</p>	<p>Contractor:</p>
--	--------------------

8. MISCELLANEOUS

- a. Duties and Obligations imposed by the Contract Documents shall be in addition to any Duties and Obligations imposed by state, federal or local law, rules, regulations and ordinances.
- b. No act or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty granted them under the Contract Documents, nor shall any act or failure to act constitute any approval except as specifically agreed in writing.
- c. The Work shall be tested and inspected as required by the Contract Documents and as required by law. Unless prohibited by law the costs of all such tests and inspections related to state and federal codes such as ADA, Administrative, Electrical, Plumbing, Mechanical and Building Codes shall be borne by the Contractor. The costs for material and structural testing shall be conducted by an independent third party at the expense of the Owner. Delays related to any of the aforementioned tests and inspections shall not be grounds for delaying the completion of the work. If any such tests and inspections reveal deficiencies in the Work such that the Work does not comply with terms or requirements of the Contract Documents and the requirements of any code or law the Contractor is solely responsible for the cost of bringing such deficiencies into compliance with the terms of the Contract Documents and any code or law.
- d. Should the Designer, if a Designer is retained for the project involving the Work, or Owner reject any portion of the Work for failing to comply with the Contract Documents Contractor

shall immediately, at Contractor's expense, correct the Work. Any such rejection may be made before or after substantial completion. If applicable, any additional expense borne by the Designer under this section shall be paid at Contractor's expense.

- e. The County has designated () to act as the County's representative with respect to the Project and shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.
- f. The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner.
- g. In the event of a breach by Contractor Owner has sole authority to determine the reasonableness of Contractor's actions to remedy such breach or complete the performance of its obligations.
- h. Upon request of the Owner, the Contractor shall submit to County all relevant documentation, including but not limited to, job cost records, to support its claims for final compensation and if such request is made final compensation shall not be due until all relevant documentation is received, reviewed, and approved by Owner.

9. CONSEQUENTIAL DAMAGES

- a. Owner and Contractor mutually waive any claim against each other for consequential damages. Consequential Damages include:
 - (i) Damages incurred by Owner for loss of use, income, financing, or business.
 - (ii) Damages incurred by Contractor for office expenses, including personnel, loss of financing, profit, income, business, damage to reputation, or any other non-direct damages.

10. ENTIRE AGREEMENT

All of the documents listed, referenced or described in this Agreement, the written Notice-to-Proceed, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials, and completed construction required by the Contract Documents and all parts thereof is the Work. The Contract Documents constitute the entire agreement between Owner and Contractor. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures. If any provision of the Agreement or General Conditions shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

ORANGE COUNTY:

CONTRACTOR:

By: _____

By: _____

Printed Name and Title

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

Vendor Name: _____ Vendor Contact Person: _____ Phone: _____ Address: _____ City _____ State: _____ Zip: _____
Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____
Vendor Status with NCSOS: _____ Vendor is a BOCC consultant: Yes No

Contract Details

Contract Type: New Amendment (Original Contract: _____) (Most Recent Amendment _____)
Effective Date _____ End Date _____ Notice Date _____ (Notice Purpose _____)

Award

Approved by Board (Agenda Date: _____); Made or Administered by _____

Signature Authority

- BOCC Express Delegation (Agenda Date: _____)
- Policy 9.4: Under \$5,000; Service Under \$90,000; Construction Under \$250,000
- Budget Policy Section XV (Capital Improvement Project: _____)

Bidding

Informal Bidding (\$30k-\$90k); Formal RFP (\$90k+); Other (<\$30k); Exception(# _____)

Department Affirmation

This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement; OR
 This agreement is approved as to technical form and content. Services related to this agreement have already begun or been completed. Description of the nature of the emergency condition that was addressed:

Department Director's Signature _____ **Date:** _____

Information Technologies

This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer _____ **Date:** _____

Inapplicable because no hardware/software purchases or related services

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ **Date:** _____

Financial Services

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

Office of the Chief Financial Officer _____ **Date:** _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____ **Date:** _____

Clerk to the Board

All DocuSign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov
The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

Office of the Clerk to the Board _____ **Date:** _____

NOTICE OF AWARD

Date of Issuance:

Owner: Orange County, NC

Owner's Contract No.:

Engineer: TRC Engineers

Engineer's Project No.: 670493

Project: Attendant Booth Additions

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

The Contract Price of the awarded Contract is: \$ _____

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions		
				1. ORIGINAL CONTRACT PRICE	\$ _____
				2. Net change by Change Orders	\$ _____
				3. Current Contract Price (Line 1 ± 2)	\$ _____
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ _____
				5. RETAINAGE:	
				a. X Work Completed.....	\$ _____
				b. X Stored Material.....	\$ _____
				c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ _____
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ _____
				8. AMOUNT DUE THIS APPLICATION	\$ _____
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS					
	NET CHANGE BY CHANGE ORDERS				

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature	
By: _____	Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

ORANGE COUNTY

CHANGE ORDER REQUEST

NORTH CAROLINA

Date: _____ Project: _____ Change Order No. _____ Department: _____ Department Address: _____ Project: _____
Contractor: _____ Contractor Address: _____ Effective date of original contract: _____

This change order increases decreases the contract time by _____ days. Check here if no impact to contract time .

Will this change order impact the date of substantial completion? Yes No. If yes, the amended date of substantial completion is: _____

Full Description of Change:

Reason for Change:

Original contract sum: \$ _____

Contract sum prior to this change order: \$ _____

Amount of this change order: \$ _____

Total sum of the contract including this change order: \$ _____

This change order is executed to amend the contract time or contract sum. It shall not be construed to impact the original contract, project, services, or work in any other manner. All other terms of the Original Contract remain in effect.

Approved and executed this _____ day of _____, 20____.

Contractor

Owner

Architect (when retained)

By: _____

By: _____

By: _____

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

Vendor Name: _____ Vendor Contact Person: _____ Phone: _____ Address: _____ City _____ State: _____ Zip: _____ Department: _____ Amount: _____
Purpose: _____ Budget Code(s): _____ Vendor # _____
Vendor Status with NCSOS: _____ Vendor is a BOCC consultant: Yes No

Contract Details

Contract Type: New Amendment (Original Contract: _____) (Most Recent Amendment _____)
Effective Date _____ End Date _____ Notice Date _____ (Notice Purpose _____)

Award

Approved by Board (Agenda Date: _____); Made or Administered by _____

Signature Authority

- BOCC Express Delegation (Agenda Date: _____)
- Policy 9.4: Under \$5,000; Service Under \$90,000; Construction Under \$250,000
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- This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement; OR
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Department Director's Signature _____ Date: _____

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This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer _____ Date: _____

Inapplicable because no hardware/software purchases or related services

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This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer _____ Date: _____

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

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This agreement is approved as to legal form and sufficiency:

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The following signature block is for hard copies only and is not required for DocuSign contracts:

Received for record retention:

Office of the Clerk to the Board _____ Date: _____

Certificate of Substantial Completion

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

SUBMIT WITH PROPOSAL

Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	August 1, 2016

Policy Statement

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

Purpose

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

Applicability

Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is as reflected in the adopted Orange County Budget and as that budget document is amended from time to time. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

This policy may be reviewed annually and updated as needed by the Manager's Office

Acknowledged Receipt by: _____

Company Name: _____

Date: _____

SPECIAL CONDITIONS

ATTENDANT BOOTH ADDITIONS

S-1 - PROJECT SCOPE

- 1.1 Work consists of furnishing of all labor, materials, tools, equipment and related items and services required for construction of the Attendant Booth Installation Project that are in strict accordance with the Contract Documents. All Bids shall include mobilization, administration labor, materials, tools, equipment, transportation, taxes, insurance, and all other items necessary for a complete and acceptable project. Work is located within property of Orange County. Requirements of the owners of the properties and right-of-ways must be complied with, and work sites must be restored to pre-construction condition.

S-2 - CONTRACT DOCUMENTS

- 2.1 All documents listed herein are a part of this Contract and the requirements of each part shall apply to the entire project as may be applicable.
- A. Furnishing Documents: Contract Documents will be furnished as follows: Bidders will be supplied one set of documents upon receipt of payment as stipulated in the Invitation to Bid. Successful Bidders will be furnished documents without charge, as follows:
1. Digital copy of the Contract Documents
 2. Two sets for Contract Record Purposes.
 3. Two sets as required for Contractor's use; additional sets will be furnished upon request as long as they are available without additional printing cost.

S-3 - BONDS

- 3.1 Bid Bond: A bid bond is required and shall be in the form provided in the contract documents and as follows:
- A. A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price and in the form of a certified check or a Bid bond issued by a surety meeting the requirements and form provide in the Contract Documents.
- B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within the time specified after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until seven days after the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned.

SPECIAL CONDITIONS

C. Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

3.2 Contract Bond: A Performance Bond and Payment Bond are required. Each shall be written on forms contained in the contract documents and shall be in the amount of 100% of the contract amount.

S-4 - AVAILABILITY OF PROJECT SITE

4.1 The project will be available to the Contractor immediately upon issuance of "Notice to Proceed".

S-5 - Omitted

S-6 - Omitted

S-7 - APPROVAL OF SUPERINTENDENT AND SUBCONTRACTORS

7.1 The Owner and Engineer shall have authority of approval of the project superintendent and all subcontractors employed on the project. Within ten (10) days from receipt of the Notice of Award, the name and written summary of qualifications of the project superintendent and the name and address, and scope of work proposed for all subcontractors shall be submitted for approval by the Owner and the Engineer. The decision for approval or disapproval shall be final and binding.

S-8 - LIMIT OF SUBCONTRACTED WORK

8.1 Prime Contractors shall not sublet the contract, nor any portion thereof, without the written consent of the Owner.

8.2 If such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amount to not less than 50% percent of the total contract amount. Upon request by the Owner, the Contractor shall furnish sufficient documentation, satisfactory to the Owner, to demonstrate compliance herewith.

8.3 A subcontractor shall not sublet, sell, transfer, assign, or otherwise dispose of his contract with the Contractor, nor any portion thereof, or of his right, title, or interest therein.

S-9 - PRE-CONSTRUCTION CONFERENCE

9.1 After award of the project, but before beginning work, a preconstruction conference shall be held which shall be attended by the Engineer, Contractors, and Contractors' project superintendents, and the Owner's representatives. Work schedules, estimate and payment procedures, etc. will be discussed.

SPECIAL CONDITIONS

S-10 - CONDUCT OF CONTRACTOR'S PERSONNEL

- 10.1 At no time during the course of construction shall any of the contractor's personnel behave in any ungentlemanly or abusive manner on the job site or in any meetings or conference involving the Owner or Engineer. Ungentlemanly, abusive, or uncooperative behavior shall be grounds for dismissal of the contractor's personnel from the project.
- 10.2 No alcoholic beverages or narcotics of any description will be allowed on the job site at any time. Furthermore, anyone under the influence of alcohol or narcotics shall be removed from the job site immediately. A second offense involving contractor's personnel under the influence of alcohol or narcotics on the job site shall constitute grounds for automatic, permanent dismissal from any further work on the project.

S-11 - SPECIAL CAUTION

- 11.1 Extreme care shall be exercised when excavating with heavy equipment near existing structures, pipelines and cable. The Owner will not assume nor accept any responsibility for damages sustained by virtue of action on the part of the Contractor.

S-12 - SPECIAL NOTICES & SCHEDULING OF CERTAIN ITEMS OF WORK

- 12.1 At least 48 hours prior to interruption of electrical power, piping, or communications systems notices shall be given to Owner and the Engineer.

S-13 - EXISTING UNDERGROUND PIPING, POWER CABLE, AND COMMUNICATION CABLE

- 13.1 Location of existing piping, power cable, and communication cable shown on the drawings is for reference only. Locations and completeness of underground piping and cable are not guaranteed and the Contractors should not only make their own investigations but shall allow for contingencies which might arise by reason of encountering unrecorded lines or of lines being in different locations than shown on the plans. There is a possibility that the proposed construction may conflict with existing utilities or drainage structures. Therefore, should such conflicts arise, the Contractor shall take such actions as are necessary to protect the utility lines and structures to prevent damage to save and to maintain service until such utility lines can be relocated by the utility owner. Relocation of the utility will be the responsibility of the utility owner.
- 13.2 Extreme care shall be exercised when excavating with heavy equipment near existing utility lines, drainage structure, railroad and streets. The Owner will not assume nor accept any responsibility for charges assessed by private or public utility companies or from the N.C. Department of Transportation for damages sustained to their property by virtue of action on the part of the Contractor, nor for such charges as may be imposed by the utility or Department of Transportation for personnel to furnish field location of the facility. All such costs are to be borne by the Contractor within the unit prices and/or lump sum prices stated in his Bid.

SPECIAL CONDITIONS

S-14 - DISPOSAL OF WASTE MATERIALS

- 14.1 The contractor shall be responsible for disposal of all other waste/spoil materials. Means of disposal shall be subject to the Engineer's approval.

S-15 - WORK SITE MAINTENANCE AND RESTORATION

- 15.1 Siltation and bank erosion shall be minimized during construction. All work shall conform to the requirements of the North Carolina Sedimentation Pollution Control Act of 1973, to Plan requirements, and the following:
- 15.2 For pipeline construction surface water shall be diverted away from trenching operations, where possible. Silt fences shall be constructed as required to preclude entry of silt into natural drainageways before permanent grass cover is established on disturbed areas.
- 15.3 Disturbed areas shall be cleaned up, dressed off and grassed as construction progresses. No completed areas shall be left unseeded for a period of more than 7 days. If cleanup and grassing are not reasonably kept up with construction operations, the Engineer shall suspend operations until these work items are completed. Should the cleanup be completed and the disturbed area ready for seeding at time inappropriate for establishing permanent grass cover, temporary cover shall be provided using sufficient Rye or Sudan grass until such time as permanent cover can be developed. The seeded area shall be covered with hay or straw mulch held in place by an asphaltic material. In no case shall a total area of one (1) acre be left ungrassed. Any areas on or adjacent to the work site disturbed during the course of construction shall be restored to present or better condition.

S-16 - SHOP DRAWINGS & SUBMITTALS

- 16.1 In each separate section of the specifications, shop drawings and submittal requirements are specifically addressed.

S-17 - ACCESS

- 17.1 Representatives of the Owner, the Engineer, shall have access to the work and all records relative to the work whenever it is in preparation or progress and the Contractor will provide proper facilities for such access and inspection. Access facilities shall include ladders, walks, foot bridges, dewatering, illumination, etc.

S-18 - OSHA

- 18.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-054).

SPECIAL CONDITIONS

S-19 - CHEMICALS USED IN CONSTRUCTION

19.1 All chemicals used during project construction and furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of the EPA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

S-20 - LOCAL AND STATE LAWS

20.1 The Contractor shall abide by all local and state laws or ordinances.

S-21 - SALES TAX

21.1 The following procedure in handling the 4% North Carolina Sales Tax and the additional 2% Sales Tax collected by the counties is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the Owner may recover the amount of the tax permitted under the law.

- A. It shall be the contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales tax paid by the contractor and each of his subcontractors.
- B. The documentary evidence shall consist of a certified statement, by the contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. Certified statements must show the invoice number, or numbers, covered and inclusive dates of such invoices.
- C. Materials used from contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- D. The contractor shall not be required to certify the subcontractor's statements.
- E. The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by the contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns and counties in this State. The documentary evidence is to be submitted to the above named institution, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14(2) and (3) of the 1961 Statute as amended, and it to include the purchases of building materials, supplies, fixtures, and equipment which becomes a part of or annex to buildings or structures being erected, altered or repaired under contracts with such institutions, organizations or governmental units.

SPECIAL CONDITIONS

- F. The Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such Contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental units or agencies referred to in this Regulation.
- G. The Contractor or Contractors to whom award is made on this project will be required to follow the procedure outlined above.
- H. Bidders are reminded that the total Additional 2% North Carolina Sales Use Tax which was approved by Referendum in 1969 and Article 40 in 1983 and Article 42 in 1986 is a part of the tax identified above. Purchases in all counties will require separate certified statements for this 2% tax.
- I. This statement shall give the vendor's name, invoice number, total amounts of invoice, dates of invoices, the amount of the special 2% tax paid and the county in which the purchase was made. In the event that the Contractor wishes to file a combined certified statement showing the 4% tax and the 2% tax separately, this will be acceptable provided he give the county in which the 2% was paid.
- J. The certified statements of sales tax shall include all information shown on the form attached at the end of this section. The contractor may reproduce this form for use as his monthly sales tax statement.

S-22 - Omitted

S-23 - Omitted

S-24 - Omitted

S-25 - SPECIAL ATTENTION

25.1 Bidders are directed to pay special attention to the following:

- A. Comply exactly with all bidding requirements.
- B. Show license numbers on outside of envelope.
- C. All Bids are to be submitted on the extra unbound copy of the Bid Form.
- D. Show all data requested on equipment and materials.
- E. Be sure that the Bid is signed by a responsible agent of the Bidder.
- F. Show receipt of all Addenda in the designated place on the Bid Form.

S-26 - CONSTRUCTION NOTES

- 26.1 The Contractor shall maintain a minimum of one lane of traffic at all times as specified herein before in the Supplemental General Conditions in conformance with the latest North Carolina Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highway unless otherwise permitted by the Owner.
- 26.2 The Contractor shall maintain driveway connections to the road system to provide access for residents and businesses along the construction route. Disruption of access shall be held to a minimum.
- 26.3 Contractor to coordinate with the Town, County or Owner for the interruption of utility services. Down time of the existing utility lines shall be held to a minimum.
- 26.4 All work shall be performed in accordance with approved permits and encroachments.
- 26.5 Contractor shall be responsible for coordination with power utility for temporary or permanent relocation of power poles to allow for sewer installation. This shall be considered part of the Base Bid
- 26.6 The work to be done by the Contractor, specified and enumerated under this contract, shall include any minor details of the work not specifically mentioned in the specifications or shown on the plans, but obviously necessary for the proper completion of the work, which shall be considered incidental and as being a part of and included with the work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.
- 26.7 Verification of Dimensions and Elevations: Dimensions and elevations indicated on the drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damaged to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor in the course of the work finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

SPECIAL CONDITIONS

S - 27 MEASUREMENT AND PAYMENT

- 27.1 All contract prices included in Bid Form will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the Work as shown on the Drawings and specified in the Contract Documents to be performed under this Contract.
- 27.2 Unless identified in the bid, no direct or separate payment will be made for providing miscellaneous temporary or accessory works, services, field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, mobilization, demobilization and all other requirements of the General Conditions. Compensation for all such services, equipment and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.
- 27.3 Each lump sum and unit bid price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- 27.4 Restoration is not a separate pay item but is considered to be an integral part of the work under this contract, and all contract bid prices include the cost of restoration necessitated by the work related to that bid item. Cleanup is an integral part of restoration.

S - 28 APPLICATIONS FOR PAYMENT

- 28.1 Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor.
- A. The accepted Schedule of Values shall be used as the basis for the Contractor's Application for Payment.
- B. All Applications for Payment are subject to a 5% retainage to be held until the end of the project or until the Certificate of Substantial Completion is enacted.
- 28.2 Submit application typed on forms provided at the end of this Section or Approved Equivalent, with itemized data type on 8½-in by 11-in white paper continuation sheets. The form provided at the end of this Section is only a guide. A specialized form may be developed due to the nature of this project.

Provide itemized data on continuation sheet:

- A. Format, schedules, line items and values: Those of the Schedule of Values accepted by the Engineer.
- B. Provide construction photographs.
- 28.3 Application Form

SPECIAL CONDITIONS

- A. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
- B. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.

Continuation Sheets

- A. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item
 - B. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - 1. Round off values to nearest dollar, or as specified for Schedule of Value.
 - C. List each Change Order executed prior to date of submission., at the end of the continuation sheets.
 - 1. List by Change Order Number and description, as for an original component item of work.
 - D. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.
- 28.4 When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying.
- A. Project
 - B. Application number and date.
 - C. Detailed list of enclosures.
 - 1. Item number and identification as shown on application.
 - 2. Description of specific material.
 - D. Submit one copy of data and cover letter for each copy of application.
 - E. The Contractor is to maintain an updated set of drawings to be used as record drawings. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
 - F. Contractor shall maintain an updated construction schedule. As a prerequisite for monthly progress payments, Contractor shall submit the updated construction schedule with the applications for progress payments. If the contractor fails to submit the required updated schedule within the time prescribed, the Engineer may withhold approval of progress payment estimates until such time as the Contractor submits the required updated schedule. Submit one copy for each copy of application.

SPECIAL CONDITIONS

28.5 Preparation of Application for Final Payment

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statements of accounting.
- C. Submit all Project Record Documents.

28.6 OMITTED

S-29 - CHANGE ORDER PROCEDURES

29.1 The following steps should be taken:

- A. Promptly full written data required to evaluate changes.
 - 1. Maintain detailed records of work done on a time-and-material/force account basis.
 - 2. Provide full documentation to Engineer on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

29.2 Definitions

- A. Change Order
- B. Work Directive Change: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: A written order to the Contractor, signed by the Owner, Engineer and the Contractor, which is issued to interpret/clarify the Contract Documents, order minor changes in the Work and/or memorialize trade-off agreements. The work described by a Field Order is to be accomplished without change to the Contract Price, Contract Time, and/or claims for other cost.

29.3 Owner of Engineer may initiate changes by submitting a Request for Proposal (RFP) to Contractor. Request will include:

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- A. Detailed description of the Change, Products, and location of the change in the Project.
- B. Supplementary or revised Drawings and Specifications.
- C. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
- D. A specific period of time during which the requested price will be considered valid.
- E. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- F. Contractor may initiate changes by submitting a written notice to Engineer, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the Contract Time.
 - 4. Statement of the effect on the work of separate contractors.
 - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

29.4 Work Directive Change (WDC)

- A. In lieu of a Request for Proposal (RFP), Engineer may issue a Work Directive Change (WDC) for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Each WDC will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and may change in Contract Time.
- C. Owner and Engineer will sign and date the WDC as authorization for the Contractor to proceed with the changes.
- D. Contractor may sign and date the WDC indicating agreement with the terms therein.

29.5 Documentation of Proposals and Claims

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations.

SPECIAL CONDITIONS

1. Labor required.
2. Equipment required.
3. Products required.
 - Recommended source of purchase and unit cost.
 - Quantities required.
4. Taxes, insurance and bonds.
5. Credit for work deleted from Contract, similarly documented.
6. Overhead and profit.
7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump sum proposal, plus additional information.

1. Name of the Owner's authorized agent who ordered the work, and date of the order.
2. Dates and times work was performed, and by whom.
3. Time record, summary of hours worked, and hourly rates paid.
4. Receipts and invoices for:
 - Equipment used, listing dates and times of use.
 - Products used, listing of quantities.
 - Subcontractors.

29.6 Preparation of Change Orders and Field Orders

- A. Engineer will prepare each Change Order and Field Order.
- B. Forms: See appropriate sections.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Cum and in the Contract Time.
- E. Field Order will describe interpretations or clarifications of Contract Documents, order minor changes in the Work, and/or memorialize trade-off agreements.

29.7 Lump Sum/Fixed Price Change Order

- A. Content of Change Orders will be based on, either:
 1. Engineer's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
 2. Contractor's Proposal for a change, as recommended by Engineer.

SPECIAL CONDITIONS

- B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

29.8 Unit Price Change Order

- A. Content of Change Orders will be based on, either:
 - 1. Engineer's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as recommended by Engineer.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 - 2. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
 - 1. Engineer or Owner will issue a WDC directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 - 2. At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
 - Contractor shall submit documentation to establish the number of units each item and any claims for a change in Contract Time.
 - 3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
 - 4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

SPECIAL CONDITIONS

29.9 Time and Material/force Account Change Order/Work Directive Change

- A. Engineer and Owner will issue a WDC directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section.
- C. Engineer will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

29.10 Correlation with Contractor's Submittals

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
 - Revise subschedules to show changes for other items of work affected by the changed.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

S-30 - CONSTRUCTION SCHEDULES

30. 1 Work Included.

- A. Promptly after award of the Contract and within five days after the effective date of the Agreement, prepare and submit to the Engineer estimated construction progress schedules for the Work, with subschedules of related activities which are essential to its progress. Construction Progress Schedule shall indicate times when interruptions of normal sewer service will occur. The Contractor will coordinate this work with the Owner, giving the Owner ample opportunity to notify the property owners of the time, place, and extent of the interruption.
- B. Submit revised progress schedules on a monthly basis.

SPECIAL CONDITIONS

30.2 Form of Schedules

- A. Prepare schedules in the form of a horizontal bar chart. Computer generated schedules may be used in lieu of horizontal charts. Format must be approved by the Engineer.
 - 1. Provide separate horizontal bar for each trade or operation for each item of work.
 - 2. Horizontal time scale: In weeks from start of construction and identify the first work day of each month.,
 - 3. Scale and spacing: To allow space for notations and future revisions.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Identification of listings: By major specification section numbers as applicable.

30.3 Content of Schedules

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale.
 - 3. Show projected percentage of completion for each item as of the first day of each month.
 - 4. Show projected dollar cash flow requirements for each month of construction.
 - 5. Highlight all activities on the critical path.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples shall show:
 - 1. The dates for Contractor's submittals.
 - 2. The dates submittals will be required for Owner-furnished products, if applicable.
 - 3. The dates approved submittals will be required from the Engineer.
- C. A typewritten list of all long lead items (equipment, materials, etc.)

30.4 Progress Revisions

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.

SPECIAL CONDITIONS

- C. Provide a Monthly Progress Status Report which provides a narrative explanation of progress identified in the revised Construction Schedule. The report shall indicate the following items:
 - 1. Summarize revisions made to the Construction Schedule since the previous submittal.
 - 2. Work completed during the reporting period.
 - 3. Problem areas, anticipated delays, and the impact on the schedule.
 - 4. Corrective action recommended, and its effect.
 - 5. The effect of changes on schedules of other prime contractors.

30.5 Submissions

- A. Submit initial schedules to the Engineer within 5 days after the effective date of the Agreement. Resubmit revised schedules within 5 days after receiving Engineer's review comments.
- B. Submit revised progress schedule with that month's application for payment.
- C. Submit six (6) copies of Monthly Progress Status Report with progress schedules. Engineer will return one copy with appropriate review comments.

30.6 Distribution

- A. Distribute copies of the reviewed schedules to:
 - 1. Engineer. (two copies)
 - 2. Contractor's job site file.
 - 3. Subcontractors.
 - 4. Other concerned parties.
 - 5. Owner (two copies)
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

30.7 Responsibility for Schedule Compliance

- A. The Contractor agrees that whenever it becomes apparent from the current monthly schedule that delays to the project schedule have resulted, and hence, that the contract completion date will not be met, he will take some or all of the following actions at no additional cost to the Owner, submitting to the Owner for approval, a written statement of the steps he intends to take to remove or arrest the delay in the approved schedule.
 - 1. Increased construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
 - 2. Increase the number of working hours per shift, shifts per working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.

SPECIAL CONDITIONS

3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities, and comply with the revised schedule.
4. Costs incurred by the Owner arising from such lengthening of hours, including furnishing of Inspectors, shall be the Contractor's responsibility and shall be deducted from monies due him. Failure of the Contractor to comply with these requirements may be grounds for determination by the Engineer that the Contractor is not proceeding at such rates as will insure completion within the specified time and may result in the termination of the right of the Contractor to continue the work.

30.8 Adjustment of Contract Schedule and Completion Time

- A. If the Contractor desires to make changes in his method of operating which affect the approved schedule, he shall notify the Engineer in writing stating that changes are proposed and the reason for the change. If the Engineer approves these changes, the Contractor shall revise and submit for approval, without additional cost to the Owner all of the affected portion of the schedule. The schedule shall be adjusted by the Contractor only after prior approval of his proposed changes by the Engineer.
- B. The contract completion time will be adjusted only for causes specified in this contract. In the event the Contractor requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the Engineer may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this contract. Engineer will, after receipt of such justification and supporting evidence make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to provisions of this contract, the Engineer's determination as to the total number of days extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data shall be included in the next monthly updating of the schedule. The Contractor acknowledges and agrees that actual delays in activities which, according to the schedule, do not affect any contract completion date shown by the critical path in the schedule do not have any effect on the contract completion date or dates, and therefore, will not be the basis for a change.

30.9 Adjustment by Engineer

- A. From time to time it may be necessary for the Contract schedule and/or completion time to be adjusted by the Engineer due to the effects of job conditions, acts or omissions of other contractors not directly associated with this contract, weather, technical difficulties, strikes, unavoidable delays and other enforceable conditions which may indicate schedule adjustments and/or completion time extension. Under such conditions, the Engineer shall direct the Contractor to reschedule the work to reflect the changed conditions, and the Contractor shall revise his schedule accordingly. Schedule extensions affecting the Contract completion time shall be granted only by the Engineer in writing. No additional compensation shall be made to the Contractor for such schedule

SPECIAL CONDITIONS

changes except for unavoidable overall Contract time extensions beyond the actual completion of all unaffected Work in the Contract, in which case the Contractor shall take all possible action to minimize any time extension and any additional cost to the Owner.

30.10 Coordinating Schedules with Other Contract Schedules

- A. Where work is to be performed under this contract concurrently with and/or contingent upon work performed on the same facilities or area under other contracts, the Contractor's schedule shall be coordinated with the schedules of the other contracts. The Contractor shall obtain the schedules of the other appropriate contracts for the preparation and updating of his schedule and shall make the required changes in his schedule when indicated by changes in corresponding schedules.
- B. Float Time
 - 1. The Owner controls the float time in the approved schedule and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the schedule, the Owner may initiate changes to the work that absorb float time only. Owner initiated changes that affect the Critical Path on the approved schedule, shall be the sole grounds for extending said completion dates. Contractor-initiated changes that encroach on the float time identified in the approved schedule may be accomplished with the Owner's concurrence. Such changes, however, shall give way to Owner-initiated changes competing for the same float time.

S-31 - OMITTED

S-32 - TEMPORARY UTILITIES

32.1 Requirements Included

- A. Furnish, install and maintain temporary utilities required for construction and remove on completion of work.

32.2 Requirements of Regulatory Agencies

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.
- C. Comply with North Carolina Department of Transportation Regulations.

32.3 Materials, General

SPECIAL CONDITIONS

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

32.4 Temporary Electricity and Lighting

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in construction and testing.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available as required for construction by the use of construction-type power cords.

32.5 Temporary Ventilation

- A. Provide temporary ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work to meet specified OSHA requirements.
- B. Provide temporary ventilation, if necessary, to protect materials from damage due to temperature or humidity.

32.6 Temporary Water

- A. Make all necessary arrangements for obtaining water for construction purposes.

32.7 Temporary Sanitary Facilities

- A. Provide sanitary facilities in construction trailers.
- B. Service, clean and maintain facilities and enclosures.

32.8 Temporary Pumps

- A. Provide temporary pumps for removal of water from the excavation when required by the Work to maintain proper conditions for construction.

32.9 General

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as work progress requires.

32.10 Removal

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.

SPECIAL CONDITIONS

- C. Restore Permanent facilities used for temporary services to specified condition.

S-33 - FIELD OFFICES

33.1 Scope of Work

- A. Furnish, install and maintain temporary field office and furnishings.
- B. Furnish, install and maintain storage and work sheds needed for construction.
- C. At completion of work, remove field offices, sheds and contents.
- D. Contractor shall be responsible for all costs for Items A thru D.

33.2 Submittals

- A. Prior to installation of field office, submit to Engineer for review a complete description of proposed location, access, and related data.

33.3 Requirements for Facilities

- A. Construction:
 - 1. Structurally sound, weather tight, with floors raised above ground.
 - 2. Temperature transmission resistance: Compatible with occupancy and storage requirements.
 - 3. At Contractor's option, portable or mobile buildings may be used.
 - Mobile trailers, when used, shall be modified for office use.
 - Do not use mobile trailers for living quarters.

33.4 Materials, Equipment, Furnishings

- A. May be new or used, but must be serviceable, adequate for required purpose, and must not violate applicable codes or regulations.

33.5 Preparation

- A. Fill and grade sites for temporary structures to provide surface drainage.

33.6 Installation

- A. Construct temporary field offices on proper foundations, provide connections for utility services.
 - 1. Secure portable or mobile buildings when used.
 - 2. Provide steps and landings complete with hand rails at all entrance doors.

SPECIAL CONDITIONS

- B. Mount thermometer and rain gauge at convenient outside location, not in direct sunlight.
- C. Locate construction office facilities at the location approved by the Engineer within the areas designated on the Drawings.
- D. Field offices shall be equipped and ready for use within 10 days after notice to proceed.

33.7 Maintenance and Cleaning

- A. Maintain offices in first class condition for the duration of the project.

33.8 Removal

- A. Remove temporary structures, field offices, contents and services at a time when no longer needed.
- B. Remove foundations and debris; grade site to required elevations and clean the areas.

END OF SECTION

SUBMIT WITH PROPOSAL

ORANGE COUNTY NONDISCRIMINATION CERTIFICATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the undersigned bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.
2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.
3. As a condition of contracting with Orange County, the undersigned bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.
4. As part of its bid or proposal, the undersigned bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange

County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination of an existing contract, without fault or further obligation to Orange County.

6. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the undersigned bidder or proposer. The undersigned bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information submitted as part of this certification.

The bidder or proposer certifies the undersigned has full authority to sign on its behalf.

By: _____

Printed Name and Title

On behalf of _____

Company or Corporate name

01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section includes, but is not limited to, requirements for the following:
 - 1. Submittal procedures
 - 2. Construction progress schedule
 - 3. Schedule of values
 - 4. Project record documents
 - 5. Certificates of compliance
 - 6. Catalog data
 - 7. Shop drawings
 - 8. Manufacturer's installation procedures
 - 9. Samples
 - 10. Warranties
 - 11. Spare parts and maintenance materials

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with cover letter to the Engineer:
TRC Engineers, 114 Edinburgh South Drive, Suite 200
Cary, NC 27511
- B. Sequentially number transmittal forms. Re-submittals are to have original number with an alphabetic suffix.
- C. Cover letter for each submittal package shall list the following:
 - 1. Contractor's Name
 - 2. Owner's Name
 - 3. Project Name
 - 4. TRC Project Number: 670493
- D. Individual submittals shall each be listed by the following information:
 - 1. Submittal reference number
 - 2. Specification section number
 - 3. Drawing and detail number when appropriate
 - 4. Equipment
 - 5. Type submittal
 - 6. Supplier

7. Manufacturer

- E. Apply Contractor's stamp to each submittal signed or initialed and dated, certifying that Contractor has reviewed submittal for conformance with requirements of Contract Documents, and has coordinated submittal with related work.
- F. Schedule submittals to expedite Project, and deliver to coordinate submission of related items. Allow a minimum of fifteen (15) working days for Engineer's review.
- G. Identify variations from Contract Documents and Product limitations as they relate to the satisfactory performance of the Project.
- H. Provide space for Contractor and Engineer review stamps.
- I. Revise and resubmit submittals as required – identify changes made since previous submittal.
- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- K. Work requiring submittal review by Engineer shall not be started until review has been obtained.
- L. Engineer's review of submittals shall not relieve Contractor of responsibility for complete compliance with Contract Documents.

1.3 ADMINISTRATIVE SUBMITTALS

A. Construction Progress Schedule

- 1. Submit five (5) copies of the initial progress schedule 15 days after date of Owner-Contractor Agreement. One copy shall be returned to the Contractor.
- 2. Progress schedule shall be, as a minimum, a horizontal bar chart with a separate line for each major section of Work. Identify the first workday of each week.
- 3. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

- a. Indicate the expected monthly par requests.
 - b. Submit revised schedule with each Application for Payment as required for updating, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
6. Indicate submittal dates required for critical shop drawings, product data, samples, and product delivery dates including those furnished by Owner and items listed under Allowances.
 7. Indicate specific work sequences and requirements.
- B. Schedule of Values
1. Submit three (3) copies of the schedule of values at least three (3) Weeks prior to the first partial payment request. Schedule shall divide the lump sum contract items into major work tasks. Use the table of contents as a guide for itemizing the schedule. Schedule will be used only as a basis for review of the Contractor's request for payment.
 2. Engineer may request additional delineation of work tasks and supporting data of the values, as he deems appropriate. Revise schedule and resubmit.
 3. Revise schedule to list approved Change Orders, with each request for payment.
- C. Project Record Documents
1. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - a. Contract Drawings
 - b. Contract Documents and Specifications
 - c. Addenda
 - d. Change Orders and other Modifications to the Contract
 - e. Reviewed Submittals
 2. Store Record Documents separate from documents used for construction.

3. Record information concurrent with construction progress.
4. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - a. Manufacturer's name, product model and number
 - b. Product substitutions or alternates utilized
 - c. Changes made by Addenda and Modifications
5. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - a. Measure and reference horizontal and vertical locations of underground utilities and appurtenances to permanent surface improvements.
 - b. Field changes from construction Drawings.
 - c. Details not on original Contract Drawings.
6. Submit documents to engineer with final Application for Payment.

1.4 TECHNICAL SUBMITTALS

- A. General: Submit the following, in the number indicated, as required by the individual sections of the technical specifications.
- B. Certificates of Compliance
 1. Submit Manufacturer's Certificates of Compliance, in quantities specified for Shop Drawings.
 2. Certificates shall certify that the Products delivered to the project are in conformance with the Specifications.
 3. Certificates may be recent or previous test results on Product, but must be acceptable to Engineer.
 4. Certification shall not relieve the Contractor of responsibility for complying with requirements of the Specifications.
- C. Catalog Data
 1. Submit copies of manufacturers' standard catalog cuts of Products to be used in the Work.

2. When shop drawings are not required, the catalog data shall include the following as a minimum:
 - a. Parts schedule that identifies the materials to be used in each of the various parts.
 - b. Sufficient detail to serve as a guide for assembly and disassembly of the product and to serve as guide for ordering parts.
3. Mark each copy to identify applicable products, models options, and other data. Supplement manufacturers' standard data to provide information unique to this Work in the Shop Drawing submittal.
4. Submit the number of copies as follows:
 - a. Products specified by a national standard: Submit three (3) copies. This data is for the general information of the Engineer and for use by the Owner for operation and maintenance and will not be returned to the Contractor.
 - b. Other Products: Submit the number of copies specified for the Shop Drawing.

D. Shop Drawings

1. Submit the number of copies that Contractor requires, plus three (3) copies that will be retained by Engineer.
2. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data, prepared specifically for a portion of the Work. Shop Drawings shall indicate the type, size, quantity, arrangement, location, mode of operation, component materials, utility connections, wiring and control diagrams, anchorages, supports, factory applied coatings, and other information necessary to ensure satisfactory fabrication, installation and operation of the completed Work. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes to design and construction to suit actual requirements.

E. Manufacturer's Installation Procedures

1. Submit manufacturers' installation procedures to Engineer for review in the quantities specified for Shop Drawings.

F. Samples

1. Submit samples as required by the individual specification sections. Samples shall be physical examples to illustrate the materials and workmanship. Submit in sufficient size and quantity to clearly illustrate the functional characteristics of the Product, with integrally related parts and attachment devices, and the full range of color to be provided.

G. Warranties

1. Provide copies of Product warranties as required by the individual sections of the specifications.
 2. Provide duplicate notarized copies.
 3. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
 4. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
 5. Submit prior to final Application for Payment.
- c. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

H. Spare Parts and Maintenance Materials

1. Provide recommended manufacturer's list of spare parts, maintenance, and extra material as specified in individual sections.

END OF SECTION 01 33 00

SECTION 01 45 00 - QUALITY CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General quality assurance and control
- B. References
- C. Manufacturer's instructions, certificates, field services, and reports
- D. Testing laboratory services

1.02 RELATED REQUIREMENTS

- A. Section 01 33 00 Submittal Procedures

1.03 GENERAL QUALITY CONTROL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- C. Perform work by persons qualified to produce workmanship of specified quality.
- D. Secure products in place with positive anchorage devices and sized to withstand stresses, vibration, physical distortion, and disfigurement.

1.04 REFERENCES

- A. Conform to the referenced standards and Standard Specifications.
- B. Specific provisions of codes, regulations and standards may be referenced in individual Specifications to assist the Contractor and identify options selected by the Engineer. Such references do not relieve the Contractor from compliance with other applicable provisions of codes, regulations, and standards not specifically referenced.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

1.05 MANUFACTURER'S INSTRUCTIONS AND CERTIFICATES

- A. Comply with manufacturer's instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- B. When required by individual Specifications Section, submit manufacturer's certificate that products meet or exceed specified requirements.

1.06 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in respective Specification Sections, require supplier, manufacturer, or installer, to provide qualified personnel to observe field conditions, conditions of surfaces and installation; quality of workmanship; start-up of equipment; test, adjust, and balance of equipment as applicable; and to make appropriate recommendations.

- B. Manufacturer's representative shall submit a written report to Engineer listing observations, site decisions, and instructions that are supplemental or contrary to manufacturer's written instructions. The manufacturer's representative shall certify that the materials and/or equipment has been properly installed and is functioning correctly.

1.07 TESTING

All necessary testing services shall be arranged for and paid by the Contractor unless otherwise indicated (Section 32 12 16 – Asphalt Paving) in the Contract Documents.

1.08 INSPECTION AND TESTING LABORATORY SERVICES FOR CONCRETE AND SOILS

- A. Where reference is made in the Specifications to tests, inspections, independent designs, etc., such services shall be furnished by a fully qualified independent testing laboratory or firm of inspection engineers. All costs for providing such services shall be paid for by the Owner.

- B. All arrangements for the testing work shall be made by the Contractor. Whenever inclement weather does not provide suitable testing conditions, the Contractor shall be responsible for cancellation notice to the testing agency. Any costs incurred because of failure to provide adequate cancellation notice shall be borne by the Contractor. Owner shall be notified of arrangements made for testing work.

- C. If a test fails to meet specification requirements, then the area represented by that test shall be reworked and retested at the Contractor's expense. Any additional testing required to verify previously failing tests shall be at the Contractor's expense. All corrective measures shall be documented in the Quality Control reports.

- D. Test reports shall be supplied to the Engineer within 3 days of the completion of such testing.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 70 00 – CONTRACT CLOSEOUT

PART 1 GENERAL

SUMMARY

Section Includes:

Description of procedures to be followed and related work required to accomplish an orderly transfer of Project deliverables from the Contractor to the Owner.

Related Sections include but are not necessarily limited to:

1. Front End Documents: Bid Requirements, Contract Forms, and Conditions of the Contract.
2. Division I - General Requirements.

1.2 DEFINITIONS

- A. Punch List: The stated qualification accompanying either the Engineer's Certificate of Substantial Completion or the Certificate of Final Payment, or any list of construction items found to be deficient or incomplete through review of the Work by Engineer and communicated in writing to Contractor at any time during the Contract Period.
- B. Record Drawings: Drawings showing changes made during actual construction.

1.3 SUBMITTALS

- A. Substantial Completion:
 1. Contractor to notify Engineer that the Contractor considers the Work as a whole to be in Substantial Completion and request for a Substantial Completion inspection.
- B. Final Completion:
 1. Contractor to notify Engineer that the Contractor considers the entire Work to have progressed to final completion.
 2. When Final Completion and Substantial Completion are coincidental:
 - a. Submittals required for Substantial Completion, and;
 - b. Record Drawings;
 - c. As-built survey performed by Licensed Surveyor.
 - d. Lien waivers, if requested by Owner;
 - e. Evidence of payments, if requested by Owner.

3. When final completion does not coincide with Substantial Completion:
 - a. Substantial Completion submittals for portions of the work not previously considered substantially complete, if any, and;
 - b. Record Drawings;
 - c. Lien waivers, if required by Owner;
 - d. Evidence of payments, if required by Owner.

PART 2- PRODUCTS- (NOT APPLICABLE TO THIS SECTION)

PART 3- EXECUTION

3.1 DELIVERY OF EXTRA MATERIALS AND SPARE PARTS

- A. Provide security, protection from the elements and maintenance for the entire Contract Period.
- B. No deliveries of partial inventories accepted.
- C. Upon Substantial Completion, Engineer will notify Contractor in writing that extra materials and spare parts may be delivered.
 1. Deliver to Owner through Engineer unless otherwise directed in writing.
 2. Contractor and representatives of Owner and Engineer shall inspect and inventory all items delivered.
 3. Inventory shall be revised to indicate any items delivered that were damaged or defective.
 4. Contractor and Owner's and Engineer's representatives shall sign inventory certifying that all items listed were delivered and that, unless otherwise noted on the inventory, all items were in good condition at the time of delivery to Owner.
- D. Engineer will review inventory for completeness and inform Contractor promptly of any deficiencies therein.
- E. Contractor shall replace all damaged and defective items noted on the inventory before requesting final inspection.

3.2 INSPECTION FOR FINAL ACCEPTANCE AND PAYMENT

- A. When the items of Work on the Punch List(s) have been completed, and Contractor considers the Work of the entire Project is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Work has received final cleanup and restoration.
 - 5. Work is completed and ready for final inspection.
- B. Engineer and Owner will make an inspection with the Contractor to verify the status of completion within 14 calendar days after receipt of such certification.
- C. Should Engineer consider that the Work is incomplete or defective:
 - 1. Engineer: Notify the Contractor in writing within 7 calendar days, listing the incomplete or defective work.
 - 2. Contractor: Remedy the stated deficiencies, and send a second written certification to Engineer that the Work is complete.
 - 3. Engineer will reinspect the Work.
- D. When Engineer finds the Work acceptable in accordance with the Contract Documents: Engineer requests Contractor to make closeout submittals.
- E. Reinspection costs incurred by the Engineer will be billed to the Owner and deducted by the Owner from the final payment to the Contractor.
- F. A warranty inspection will be conducted by Contractor, Owner, and Engineer, 11 months after substantial completion is accomplished.

3.4 FINAL APPLICATION FOR PAYMENT

- A.. Complete demobilization prior to submitting final application for payment.
- B. Submit final application for payment in accordance with procedures and requirements stated in the Conditions of the Contract.

- C. Engineer will review application for final payment within 14 calendar days of receipt of application, and provide a recommendation to the Owner regarding payment.

END OF SECTION 01 70 00

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
 - 1. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement.

1.3 INFORMATIONAL SUBMITTALS

- A. Material certificates.
- B. Material test reports.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Testing Agency Qualifications: An independent agency, **acceptable to authorities having jurisdiction**, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.6 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1.
 - 1. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with **ACI 301** (**ACI 301M**).

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. **ACI 301**.
 - 2. **ACI 117**.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than **60** percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60** , deformed.

- C. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150/C 150M, **Type I/II, gray.**
 - 2. Fly Ash: ASTM C 618, **Class F or C.**
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, graded.
 - 1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- E. Water: ASTM C 94/C 94M **and potable.**

2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately **9 oz./sq. yd.** when dry.

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: **ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.**

2.7 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to **ACI 301**.
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use **water-reducing or plasticizing** admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Normal-Weight Concrete:
 - 1. Minimum Compressive Strength: As indicated on drawings at 28 days.
 - 2. Maximum W/C Ratio: 0.40.
 - 3. Slump Limit: As indicated on drawings.
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

2.9 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M[and **ASTM C 1116/C 1116M**], and furnish batch ticket information.
 - 1. When air temperature is between **85 and 90 deg F**, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above **90 deg F**, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to **ACI 301 (ACI 301M)**, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of **ACI 117**.
- C. **Chamfer** exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

3.5 WATERSTOP INSTALLATION

- A. Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to **ACI 301** .

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces **not exposed to view**.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces **exposed to view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete**.

- C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part portland cement and 1 part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and **ACI 301** for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching **0.2 lb/sq. ft. x h** before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

- D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least **12 inches** and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.10 FIELD QUALITY CONTROL

- A. The Contractor shall be responsible for engaging a **special inspector and qualified testing and inspecting agency** to perform any necessary field tests and inspections and prepare test reports.

END OF SECTION 03 30 00

SECTION 31 10 00
SITE CLEARING & DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Protecting existing trees and grass to remain.
 2. Clearing and grubbing.
 3. Stripping and stockpiling topsoil.
 4. Temporary erosion and sedimentation control measures.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Fully document the existing conditions of the site by photograph or video prior to commencing the work.
- B. Protect and maintain benchmarks and survey control points from disturbance during construction.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of the North Carolina Department of Environmental Quality, Division of Land Quality, all applicable regulations, and per the sediment and erosion control drawings.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established. Inspections should be made immediately after any precipitation event and Contractor shall document inspections by ways of a written log and photographs. These logs and photographs shall be made available to the Engineer or Owner immediately upon request.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or adjacent properties unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify the Engineer and the Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

3.4 CLEARING AND GRUBBING

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 9 inches, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials. All topsoil shall be saved for use in site stabilization.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3.6 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of. Disposal of material shall occur as follows:
 - 1. Construction Demolition Debris: Wood, concrete, brick, or others meeting the allowed definition may be disposed of in the onsite C&D Landfill free of charge.
 - 2. Clearing Debris: Trees, Stumps, Brush, etc. shall be disposed of offsite at a properly permitted facility at no additional charge to the Owner.
 - 3. Unsuitable Soil: Shall be disposed of onsite at a location to be designated by the Owner.

4. Waste/Trash: Shall be disposed of shall be disposed of offsite at a properly permitted facility at no additional charge to the Owner.

END OF SECTION 31 10 00

SECTION 31 20 00

EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Preparing subgrades for slabs-on-grade and pavements.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for slabs-on-grade.
4. Subbase course for concrete pavements.
5. Subbase and base course for asphalt paving.
6. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench or other large area requiring fill.

B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or adjacent properties unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. It shall be the Contractor's responsibility to perform any subsurface investigations deemed necessary before submitting a bid.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Onsite soils classifying as SC or CL are suitable for use as fill material under structures, concrete slabs, foundations, pavement sections, or as backfill material. Fill material obtained onsite or off-site shall meet ASTM D 2487 Soil Classification Groups CL, ML, GC, GW, GP, GM, SC, SW, SP, and SM, with less than 65% passing the No. 200 sieve and a Liquid Limit of less than or equal to 50. The maximum particle size should be 3-inches largest

dimension, except in the uppermost lift of fill, where the maximum particle size should be two inches largest dimension. Maximum sized particles should not be in excess of 20 per cent of the volume of the fill materials, and such particles shall be well distributed throughout the mass. Fill material shall not contain, waste, frozen materials, vegetation, and other deleterious matter and shall not be placed on over-saturated, frozen, or frost covered subgrade.

- C. Unsatisfactory Soils: Soil Classification Groups OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 2 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 2 Section "Site Clearing," during earthwork operations.

3.2 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

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

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

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

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material, 4 inches deeper elsewhere, to allow for bedding course.

3.6 SUBGRADE INSPECTION

- A. Proof-roll subgrade below slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Flowable fill, with 28-day compressive strength of 200 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under building slabs, use engineered fill.
 4. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, concrete slabs, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent of its respective maximum dry density and within 2+/- % of its optimum moisture content.
 2. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
 3. For utility trenches, compact each layer of initial and final backfill soil material at 90 percent in unpaved areas and 98 percent under pavement.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 2. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.

- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 - 1. Shape subbase and base course to required crown elevations and cross-slope grades.
 - 2. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.

3.15 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.
 - 1. The Owner will pay for “passing” soils tests on the Project. Costs of corrective action, costs of “failing” soils tests, are the sole responsibility of the Contractor.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it per the instructions in Section 31 10 00.

END OF SECTION 31 20 00

SECTION 31 25 00 – CONTROL OF EROSION, SILTATION AND POLLUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplemental Conditions and Special Project Sections, apply to this Section.

1.2 SUMMARY

- A. This section covers the furnishing of materials, labor, and equipment necessary to minimize erosion, siltation, and pollution on the project or projects covered by these specifications.
- B. The Contractor shall take whatever measures are necessary to minimize soil erosion and siltation, water pollution, and air pollution. The Contractor shall also comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work. In the event of conflict between such regulations and the requirements of these specifications, the more restrictive requirements shall apply.
- C. Failure on the part of the Contractor to perform the necessary measures to control erosion, siltation, and pollution will result in the Engineer's notifying the Contractor to take such measures. In the event that the Contractor fails to perform such measures within 24 hours after receipt of such notice, the Engineer may suspend the work with no extension of contract time, or may proceed to have such measures performed by others at the Contractor's expense, or both.

D. Related Work in Other Sections:

Clearing & Demolition:	Section 31 10 00
Earthwork:	Section 31 20 00
Turf and Grasses:	Section 32 92 00

1.3 QUALITY ASSURANCE

Quality Assurance: Erosion and sedimentation control shall conform to the requirements of the North Carolina Sedimentation Pollution Control Act of 1973.

PART 2 - PRODUCTS

- 2.1 Seeding and seeding materials shall conform to the requirements of Section 32 92 00.
- 2.2 Silt fences shall conform to the details shown on plans.
- 2.3 Check dams and jute mat shall conform to the details shown on the plans.

PART 3 - EXECUTION

- 3.1 The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent the eroding of soil and the siltation of rivers, streams, lakes, reservoirs, ditches, ground surfaces, or other property. Should any erosion or siltation occur, the Contractor shall take immediate action to correct the situation. The Contractor shall remove and properly dispose of any material washed into rivers, streams, lakes, reservoirs, ditches, storm sewers, or other property. The Contractor shall be liable for any damage to private or public property resulting from insufficient erosion and siltation control measures.
- 3.2 Construction operations in rivers, streams, ditches, and water impoundments shall be restricted to those areas which must be entered for the performance of work shown on the plans. Excavated materials shall not be deposited in rivers, streams, ditches, or impoundments except that temporary earth dikes may be used when approved by the Engineer, but such dikes shall be completely removed in such manner as to prevent siltation. Frequent fording of flowing streams with equipment will not be permitted. Temporary bridges or other structures shall be used wherever frequent stream crossings are necessary.
- 3.3 Temporary and permanent erosion control measures shall be provided as shown on the plans or as directed by the Engineer. Temporary sediment control devices must be installed to the extent possible prior to initiation of grading and excavation. The devices must be maintained at a minimum of 50% of the original sediment storage capacity and may not be removed until the areas they serve have been stabilized. Temporary erosion control measures shall include, but not be limited to, the use of temporary berms, dikes, drainage ditches, silt basins, silt ditches, slope drains, structures, stone check dams, vegetation, mulches, mats, netting, gravel, or other necessary methods. Temporary erosion control may include work outside the construction limits.
- 3.4 The Engineer may limit the area over which excavation, embankment, and grading operations are performed whenever the Contractor's operations are not effectively minimizing erosion and/or siltation.
- 3.5 All disturbed, non-paved areas shall be seeded and fertilized, mulched, and tacked as soon as practical after cleanup in accordance with the detailed technical specifications therefore. In no case shall a total area of one acre or more be left

ungrassed for a period of **fifteen (15)** days when construction has been completed in the area and per the seeding/stabalization table located on the drawings.

- 3.6 The Contractor shall take every precaution throughout the life of the project to prevent the pollution of rivers, streams, and water impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, sewage, and other harmful waste shall not be discharged into or alongside rivers, streams, or impoundments, or into natural or manmade channels leading thereto. The Contractor shall also comply with all Federal, State, and local water and air pollution laws.
- 3.7 Contractor shall maintain all erosion control measures until such time as the appropriate State authority approves and releases the site at which time the Contractor shall remove all erosion control measures as directed by the Engineer.

END OF SECTION 31 25 00

SECTION 32 11 23 – AGGREGATE BASE COURSE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The Contractor shall comply with each and every requirement of this Section 32 11 23, “Aggregate Base Course”. To the extent any requirement in Aggregate Base Course conflicts with any other provision of this Contract, the provisions in Aggregate Base Course shall control.
- B. Work under this section consists of furnishing all plant, labor, materials, and equipment for the construction of an aggregate base composed of approved aggregate materials hauled to the parking/drive area, placed on the prepared subgrade, compacted, and shaped to conform to the lines, grade, depths, and typical cross-sections indicated on the plans.
- C. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I Specification Sections, apply to this Section.

1.2 RELATED WORK IN OTHER SECTIONS

- A. Earthwork: Section 31 00 00
- B. Asphalt Pavement: Section 32 12 16

1.3 QUALITY ASSURANCE

The source and type of aggregate base course shall be approved by the Engineer prior to placement. If requested, samples of the materials shall be submitted to the Engineer for approval.

PART 2 - PRODUCTS

- 2.1 Aggregate base course shall consist of crushed stone or crushed gravel and shall conform to the requirements of Section 520 of the N.C. Department of Transportation Standard Specifications for Roads and Structures.
- 2.2 Asphalt prime coat shall consist of 0.4 to 0.6 gallons per square yard of medium curing asphalt. Prime coat shall be asphalt grade RC-30 meeting the latest AASHTO specifications for that grade.

PART 3 - EXECUTION

3.1 HAULING AND PLACING MATERIALS

- A. The aggregate material shall be placed on the subgrade to the specified depth and in such a manner as to prevent segregation. Where the required compacted thickness of base is 8 inches or less, the base material may be spread and compacted in one layer. Where the compacted thickness is more than 8 inches, the base material shall be spread and compacted in two or more lifts approximately 4-6 inches. Each layer of material shall be compacted tested, and approved before placing succeeding layers of base material or pavement.
- B. No material shall be placed on frozen subgrade or base. Hauling equipment shall not be operated on subgrade or a previously completed layer of base material soft enough to rut or weave beneath the equipment. The maximum speed of trucks traveling over any part of the subgrade or base shall be 20 miles per hour.
- C. The Contractor shall utilize methods of handling, hauling, and placing material which will minimize segregation and contamination. If segregation occurs, the Engineer may require that changes be made in the Contractor's methods to minimize segregation, and may also require mixing in place which may be necessary to correct any segregated material. No additional compensation will be allowed for work of in-place mixing as may be required. Aggregate which is contaminated with foreign materials to the extent the base course will not adequately serve its intended use shall be removed and replaced by the Contractor at no additional cost to the Owner regardless of prior acceptance.

3.2 SHAPING AND COMPACTION

- A. Immediately after the placing of a layer of the base, the Contractor shall begin machining and compacting the layer. Each layer shall be maintained to the required cross-section during compacting and each layer shall be compacted to the required density prior to placing the next layer. Each layer of the base shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T99. The base material shall be compacted at a moisture content which is approximately that required to produce the maximum density indicated by the above test method. The Contractor shall dry or add mixture to the material when required to provide a uniformly compacted and acceptable base.
- B. The final layer (or top surface for a single layer) of the base material shall be shaped to conform to the lines, grade, and typical sections shown on the plans or established by the Engineer. When completed, the base course shall be smooth, hard, dense, unyielding, and well bonded. A broom drag shall be used in connection with the final finishing and conditioning of the surface of the base course. After final shaping and compacting of the base, the Engineer will check the surface of the base

for conformance to grade and typical section and will determine the base thickness. The thickness of the base shall be within a tolerance of plus or minus 1/2 inch of the base thick specified.

3.3 MAINTENANCE

Where the base material is placed in a trench section, the Contractor shall provide adequate drainage through the shoulders to protect the subgrade and base until such time as the shoulders are completed. The Contractor shall maintain the surface of the base by watering, machining and rolling or dragging where necessary to prevent damage to the base by weather or traffic. Where the base or subgrade is damaged, the Contractor shall repair the damaged area; reshape the base to the required lines, grades, and typical sections; and recompact the base to the required density at no additional cost to the Owner.

3.4 ASPHALT PRIME COAT

An asphalt emulsion prime coat shall be applied to the completed aggregate base course upon acceptance by the Engineer. Application rate shall be 0.4 gallons per square yard, minimum.

END OF SECTION

SECTION 32 12 16 - ASPHALT PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Hot-mix asphalt overlays.
 - 3. Pavement-marking paint.
- B. Related Sections include the following:
 - 1. Clearing and Demolition Section 31 10 00
 - 2. Earthwork Section 31 20 00
 - 3. Aggregate Base Course Section 32 11 23

1.2 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.
 - 1. Comply with requirements of North Carolina Department of Transportation (NCDOT or DOT).

1.3 SUBMITTALS

- A. Product Data: For each product specified. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by DOT, of approval of each job mix proposed for the Work.
- C. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Material Test Reports: Indicate and interpret test results for compliance of materials with requirements indicated.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.
- C. Regulatory Requirements: Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.

- D. Asphalt-Paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
 - 1. Tack Coats: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.
 - 1. Product specified on the drawings.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: Sound; angular crushed stone; crushed gravel; or properly cured, crushed blast-furnace slag; complying with ASTM D 692.
- C. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone; gravel, properly cured blast-furnace slag, or combinations thereof; complying with ASTM D 1073.
- D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with ASTM D 242.

2.2 ASPHALT MATERIALS

- A. Asphalt Cement: ASTM D 3381 for viscosity-graded material; ASTM D 946 for penetration-graded material.
- B. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Sand: ASTM D 1073, Grade Nos. 2 or 3.

- B. Pavement-Marking Paint: Alkyd-resin type, ready-mixed, complying with FS TT-P-115, Type I, or AASHTO M-248, Type N.

2.4 MIXES

- A. Hot-Mix Asphalt: Provide dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subbase using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Notify Architect in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected and approved by the Architect.

3.2 COLD MILLING

- A. Clean existing paving surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement, including hot-mix asphalt and, as necessary, unbound-aggregate base course, by cold milling to grades and cross sections indicated.
 - 1. Repair or replace curbs, manholes, and other construction damaged during cold milling.

3.3 PATCHING AND REPAIRS

- A. Patching: Saw cut perimeter of patch and excavate existing pavement section to sound base. Recompact new subgrade. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically.
 - 1. Fill excavation with dense-graded, hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
 - 2. Partially fill excavation with dense-graded, hot-mix asphalt base mix and compact while still hot. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.
 - 1. Pump hot undersealing asphalt under rocking slabs until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.

2. Remove disintegrated or badly broken pavement. Prepare and patch with hot-mix asphalt.
- C. Leveling Course: Install and compact leveling course consisting of dense-graded, hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- D. Crack and Joint Filling: Remove existing filler material from cracks or joints to a depth of 1/4 inch. Refill with asphalt joint-filling material to restore watertight condition. Remove excess filler that has accumulated near cracks or joints.

3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

3.5 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt mix on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.
 1. Spread mix at minimum temperature of 250 deg F.
 2. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 3. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide, except where infill edge strips of a lesser width are required.
 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.6 JOINTS

- A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.
 1. Clean contact surfaces and apply tack coat.
 2. Offset longitudinal joints in successive courses a minimum of 6 inches.
 3. Offset transverse joints in successive courses a minimum of 24 inches.
 4. Construct transverse joints by bulkhead method or sawed vertical face method as described in AI's "The Asphalt Handbook."

5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and rerolling to required elevations.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to density meeting DOT requirements.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.8 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce, as a minimum, the thickness indicated within the following tolerances:
 1. Base Course: Plus 1/2 inch, no minus.
 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 1. Base Course: 1/4 inch.
 2. Surface Course: 1/8 inch.
 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will use Engineer approved NCDOT certified testing personnel or employ a qualified independent testing agency, at no additional cost to the Owner as part of base bid work, to perform field investigations and test and to prepare test reports.**
- 1. Contractor's approved personnel or Testing Agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.**
 - 2. Test reports shall be supplied to the Engineer within 7 days of said testing.**
- B. All testing shall follow NCDOT Standards and Specifications and any other requirements specific to the project driveway permit.
- C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
1. Engineer is to be notified within 24 hours of failing tests.
- D. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- E. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- F. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to DOT requirements.
1. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, but in no case will fewer than 3 cores be taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 32 12 16

SECTION 32 13 73 – PAVEMENT JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Joints between cement concrete and asphalt pavement.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each type and color of joint sealant required.
- C. Product certificates.
- D. Compatibility and Adhesion Test Reports: From sealant manufacturer.

1.3 QUALITY ASSURANCE

- A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under

conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

1. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Colors of Exposed Joint Sealants: As indicated by manufacturer's designations.

2.3 COLD-APPLIED JOINT SEALANTS

A. Type NS Silicone Sealant for Concrete: Single-component, low-modulus, neutral-curing, nonsag silicone sealant complying with ASTM D 5893 for Type NS.

1. Available Products:

- a. CrafcO Inc.; RoadSaver Silicone.
- b. Dow Corning Corporation; 888.

B. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.

1. Available Products:

- a. CrafcO Inc.; RoadSaver Silicone SL.
- b. Dow Corning Corporation; 890-SL.

2.4 HOT-APPLIED JOINT SEALANTS

A. Elastomeric Sealant for Concrete: Single-component formulation complying with ASTM D 3406.

1. Products:

- a. CrafcO Inc.; Superseal 444/777.
- b. Meadows, W. R., Inc.; Poly-Jet 3406.

B. Sealant for Concrete and Asphalt: Single-component formulation complying with ASTM D 3405.

1. Products:

- a. Koch Materials Company; Product No. 9005.

- b. Koch Materials Company; Product No. 9030.
- c. Meadows, W. R., Inc.; Sealtight Hi-Spec.

2.5 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
- D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials to support sealants during application and at position required to produce optimum sealant movement capability. Do not leave gaps between ends of backer materials. Do not stretch, twist, puncture, or tear backer materials. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants at the same time backings are installed to completely fill recesses provided for each joint configuration and to produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
- F. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 32 13 73

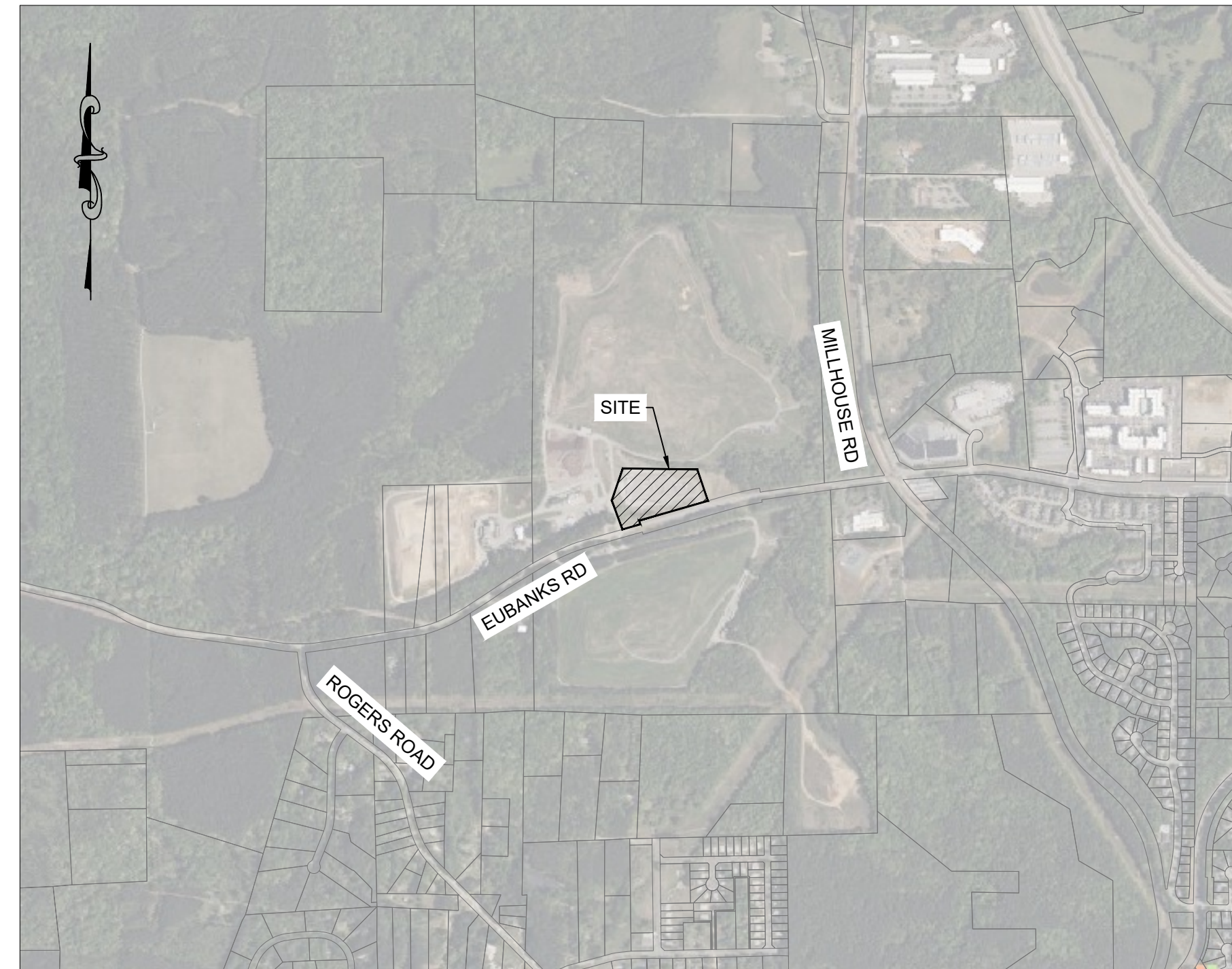
ORANGE COUNTY SOLID WASTE ATTENDANT BOOTH ADDITIONS ORANGE COUNTY, NORTH CAROLINA AUGUST, 2025

BID DOCUMENTS - NOT RELEASED FOR CONSTRUCTION



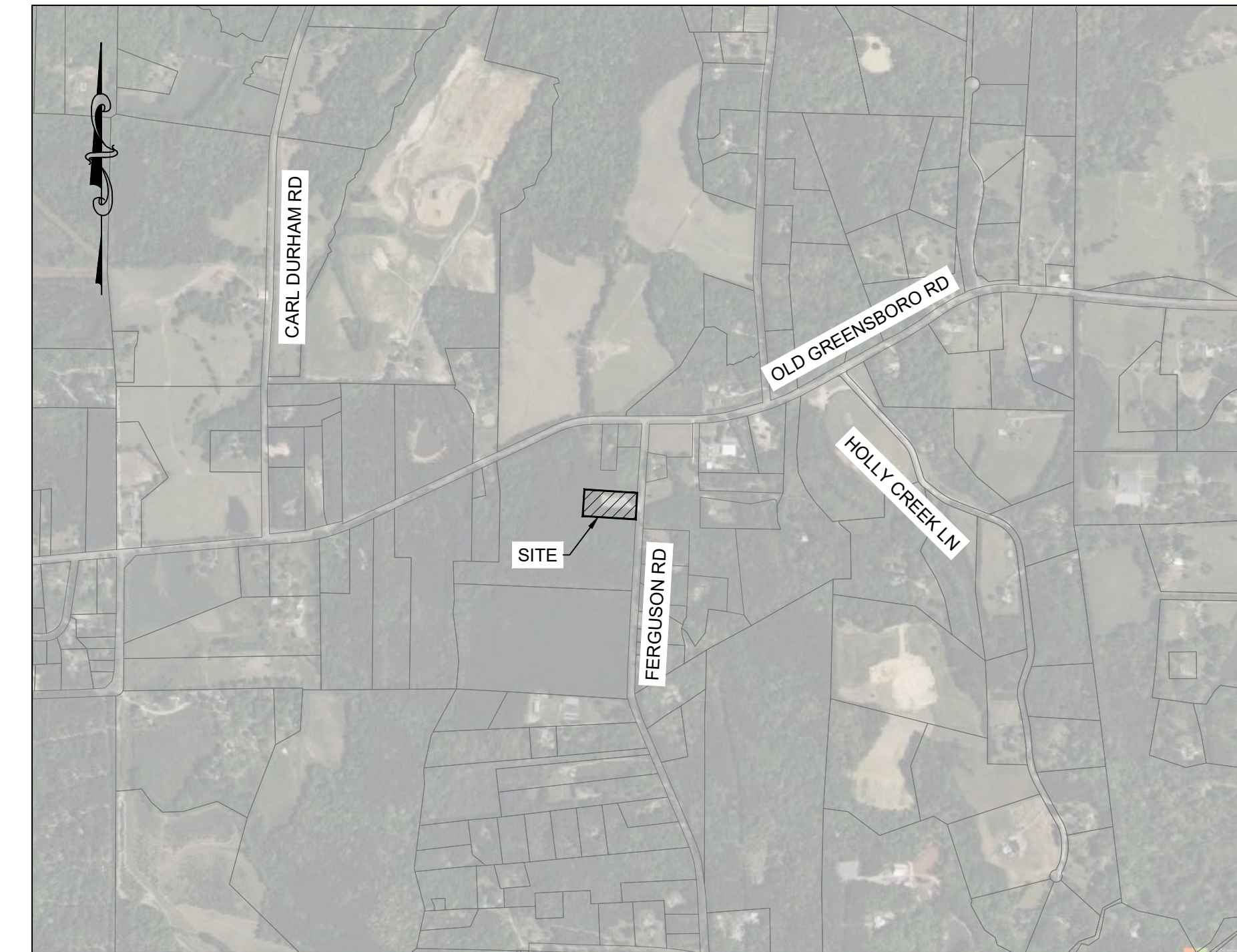
WALNUT GROVE CHURCH ROAD WASTE & RECYCLING CENTER
3605 WALNUT GROVE CHURCH RD., CHAPEL HILL, NC 27516

VICINITY MAP
1" = 1000'



EUBANKS ROAD WASTE & RECYCLING CENTER
1518 EUBANKS RD., CHAPEL HILL, NC 27516

VICINITY MAP
1" = 1000'



FERGUSON ROAD WASTE & RECYCLING CENTER
1616 FERGUSON RD., CHAPEL HILL, NC 27516

VICINITY MAP
1" = 1000'

PROJECT INFORMATION

NAME OF PROJECT: ATTENDANT BOOTH ADDITIONS
PROJECT NUMBER: 670493
ENGINEER: NICHOLAS J. WILHELM, P.E.
TRC ENGINEERS, INC.
114 EDINBURGH SOUTH DRIVE, SUITE 200
CARY, NC 27511
919-827-0864
OWNER/DEVELOPER: ORANGE COUNTY SOLID WASTE MANAGEMENT
1207 EUBANKS RD
CHAPEL HILL, NC 27516

WALNUT GROVE CHURCH ROAD WASTE & RECYCLING CENTER
PIN: 9867419070
DEED REFERENCE: DB 4209 PG 385
ZONE CLASSIFICATION: AR (AGRICULTURAL RESIDENTIAL)
FLOOD ZONE CLASS: ZONE X, FIRM 3710986700K, EFF. 11/17/2017
WATERSHED CLASSIFICATION: LITTLE RIVER PROTECTED (NEUSE DRAINAGE BASIN)

EUBANKS ROAD WASTE & RECYCLING CENTER
PIN: 9870680737
DEED REFERENCE: DB 2894 PG 274
ZONE CLASSIFICATION: CH (CHAPEL HILL EXTRA-TERRITORIAL JURISDICTION), RB (RURAL BUFFER)
FLOOD ZONE CLASS: ZONE X, FIRM 3710987000K, EFF. 11/17/2017
WATERSHED CLASSIFICATION: JORDAN LAKE UNPROTECTED (CAPE FEAR DRAINAGE BASIN)

FERGUSON ROAD WASTE & RECYCLING CENTER
PIN: 9758316645
DEED REFERENCE: DB 0813 PG 435
ZONING DESIGNATION: AR (AGRICULTURAL RESIDENTIAL), RB (RURAL BUFFER),
FLOOD ZONE CLASS: ZONE X, 3710975800K
WATERSHED CLASSIFICATION: UNIVERSITY LAKE PROTECTED (CAPE FEAR DRAINAGE BASIN)

Sheet List Table	
Sheet Number	Sheet Title
G01	COVER
G02	NOTES - 01
G03	NOTES - NCG01
C01	SITE PLAN - WALNUT CHURCH GROVE ROAD
C02	SITE PLAN - EUBANKS RD
C03	SITE PLAN - FERGUSON ROAD
D01	DETAILS - 01
D02	DETAILS - 02

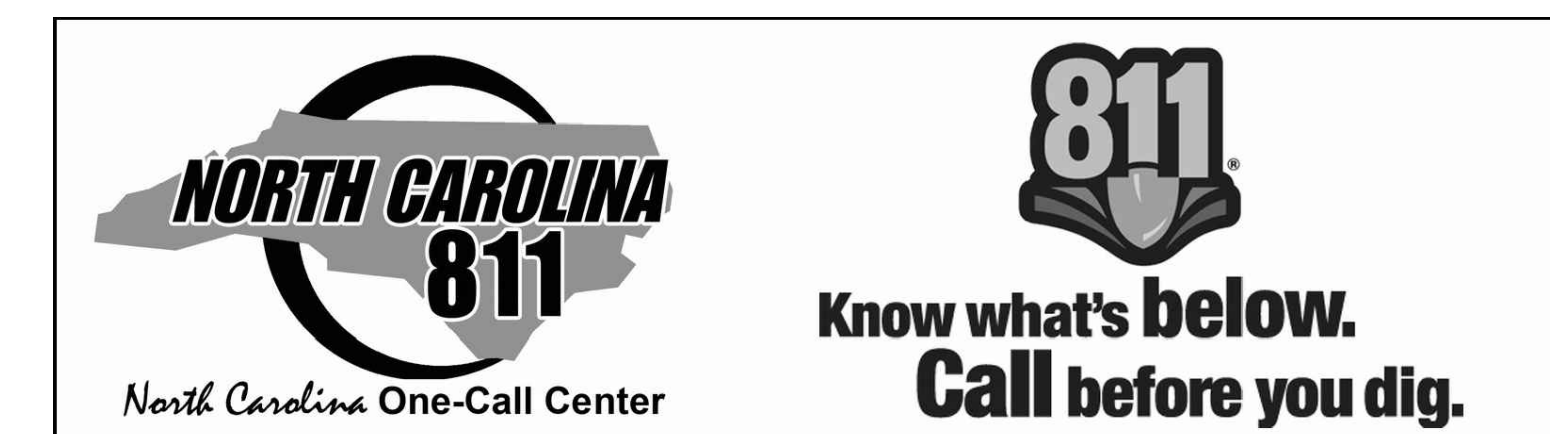
TRC COMPANIES REVIEW

THESE PLANS HAVE BEEN SUBJECT TO TECHNICAL AND QUALITY REVIEWS BY:

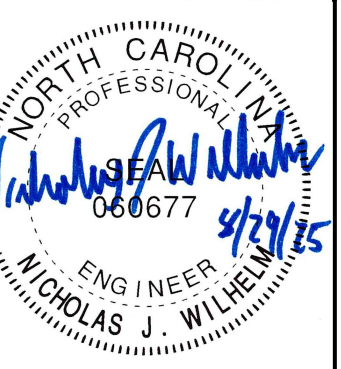
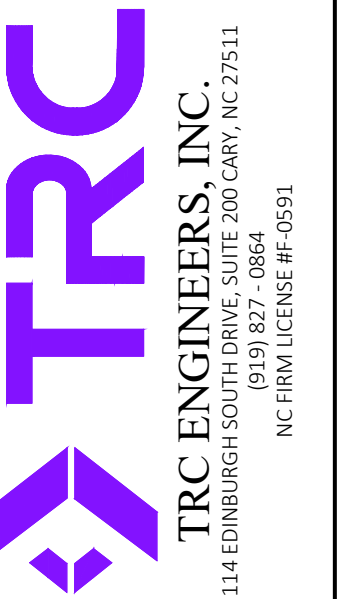
NAME: JULIA CATLIN PROJECT DESIGNER		08/28/2025 DATE
NAME: NICHOLAS J. WILHELM, P.E. PROJECT MANAGER		08/29/2025 DATE
NAME: IAN SPURLOCK P.E. QUALITY REVIEWER		08/28/2025 DATE

ORANGE COUNTY SOLID WASTE

ROBERT WILLIAMS SOLID WASTE DIRECTOR ORANGE COUNTY, NC
BRUCE WOODY SOLID WASTE ASSISTANT DIRECTOR ORANGE COUNTY, NC



NO.	REVISION	DATE



COVER
ORANGE COUNTY SOLID WASTE -
ATTENDANT BOOTH ADDITIONS
ORANGE COUNTY SOLID WASTE
ORANGE COUNTY, NORTH CAROLINA

EROSION CONTROL NOTES

- THE CONTRACTOR SHALL INSTALL ALL EROSION AND SEDIMENT CONTROL DEVICES AS REQUIRED DURING CONSTRUCTION IN ACCORDANCE WITH THE CURRENT EDITION OF THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL. ALL DEVICES REFERRED TO IN THESE PLANS CAN BE FOUND IN THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL.
- ALL DISTURBED AREAS SHALL BE PERMANENTLY SEEDED AND MULCHED PER THE NPDES SCHEDULE AFTER REACHING FINAL GRADE. AREAS WHICH HAVE BEEN DISTURBED AND HAVE NOT REACHED FINAL GRADE, BUT WHICH ARE TO REMAIN UNDISTURBED FOR LONGER THAN 14 DAYS ARE TO BE TEMPORARILY SEEDED AND MULCHED PER THE NPDES SCHEDULE. AS UPSTREAM AREAS ARE STABILIZED WITH PERMANENT GROUND COVER, DOWNSTREAM TEMPORARY DEVICES ARE TO BE REMOVED. CONTRACTOR SHALL FOLLOW THE STABILIZATION TIME TABLE INCLUDED IN THIS SET OF DRAWINGS.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN MEASURES AS NECESSARY TO PREVENT SEDIMENT LEAVING THE PERMITTED WORK AREA AT ALL TIMES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERIODICALLY INSPECT ALL SEDIMENT AND EROSION CONTROL DEVICES AND ENSURE THAT THEY ARE IN GOOD WORKING ORDER. AT A MINIMUM, ALL DEVICES SHALL BE INSPECTED WEEKLY AND AFTER MAJOR RAINFALL EVENTS GREATER THAN 1 INCH. ANY DEVICE NEEDING REPAIRS SHALL BE REPAIRED WITHIN 24 HOURS. TWELVE MONTHS OF COMPLETE INSPECTION FORMS SHALL BE KEPT ON-SITE AND AVAILABLE FOR INSPECTION AT ALL TIMES. IT IS RECOMMENDED A COPY BE KEPT IN PERMITS BOX.
- THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES IF DURING THE COURSE OF CONSTRUCTION THE ENGINEER OR NC DEQ INSPECTOR DETERMINES THAT THEY ARE REQUIRED.
- SILT SHALL BE REMOVED FROM SILT FENCES WHEN THE SILT REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
- THE CONTRACTOR SHALL PERIODICALLY TOP DRESS THE CONSTRUCTION ENTRANCE WITH CLEAN STONE. IF THE CONSTRUCTION ENTRANCE FAILS TO REMOVE DIRT FROM THE TIRES OF VEHICLES ENTERING A PUBLIC RIGHT-OF-WAY A WASH RACK SHALL BE INSTALLED AND THE TIRES WASHED. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ANY REQUIRED WATER FOR THE WASHING OF TIRES. DIRT TRACKED ONTO THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
- ALL EROSION AND SILTATION MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN GRADING.
- ALL STORM AND SANITARY SEWER LINES NOT IN STREETS ARE TO BE MULCHED AND SEEDED PER THE NPDES SCHEDULE AFTER BACKFILL. NO MORE THAN FIVE HUNDRED FEET OF TRENCH IS TO BE OPEN AT ONE TIME.
- ALL TEMPORARY EARTH BERMS, DIVERSIONS, AND SILT DAMS ARE TO BE MULCHED AND SEEDED FOR VEGETATIVE COVER IMMEDIATELY AFTER GRADING. STRAW OR HAY MULCH IS REQUIRED. THE SAME APPLIES TO STOCKPILES ON SITE AS WELL AS SOIL (INTENTIONALLY) TRANSPORTED FROM THE PROJECT SITE.
- ELECTRIC POWER, TELEPHONE, GAS SUPPLY, AND OTHER UTILITY TRENCHES ARE TO BE COMPACTED, SEEDED AND MULCHED IMMEDIATELY AFTER BACKFILL.
- DURING CONSTRUCTION, ALL STORM SEWER INLETS SHALL BE PROTECTED BY INLET PROTECTION PRACTICES, MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS.
- ANY DISTURBED AREA NOT PAVED, SODDED, OR BUILT UPON, IS TO BE SEEDED PER THE TEMPORARY AND PERMANENT SEEDING SCHEDULE INCLUDED IN THESE DRAWINGS. MODIFY AS APPLICABLE DEPENDING ON PROPOSED TIME OF CONSTRUCTION.
- ALL DISTURBED GRASSES SHOULD BE SEEDED WITH COMMON BERMUDA OVERSEEDED WITH ANNUAL RYE. CONTRACTOR STAGING AREA(S) SHALL BE RETURNED TO BETTER THAN ORIGINAL CONDITIONS AT THE COMPLETION OF THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND MAINTAINING ALL EROSION CONTROL MEASURES. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
- A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT. THE CONTRACTOR SHALL SCHEDULE THE MEETING WITH THE NC STATE INSPECTOR ASSIGNED TO THE PROJECT.
- ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED AND MAINTAINED ACCORDING TO MINIMUM STANDARDS AND SPECIFICATIONS OF THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL MANUAL AND THE NORTH CAROLINA SEDIMENTATION POLLUTION CONTROL ACT OF 1973.
- AS A CONDITION OF NPDES PERMIT NO. NCG 010000, PERMANENT GROUND COVER SHOULD BE PROVIDED FOR ALL DISTURBED AREAS WITHIN 14 CALENDAR DAYS OF TEMPORARILY OR PERMANENTLY SUSPENDING THE LAND DISTURBING ACTIVITY.

EROSION CONTROL NARRATIVE

PROJECT DESCRIPTION
INSTALLATION OF PRE-ENGINEERED ATTENDANT BOOTHS AND ASSOCIATED INFRASTRUCTURE AT THREE (3) OCSW WASTE & RECYCLING CENTERS.

EXISTING CONDITIONS
THE EXISTING SITES ARE FULLY DEVELOPED, WASTE & RECYCLING CENTERS.

DEVELOPMENT IMPACTS
THE DEVELOPMENT IMPACTS TO THE TOPOGRAPHY WILL BE MINIMAL.

SOILS
THE SITES ARE HYDROLOGIC SOIL GROUP B.

- CRITICAL EROSION AREAS**
- CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM BEING TRACKED ONTO ADJACENT ROADWAYS.
 - CARE MUST BE TAKEN TO PREVENT SEDIMENT EXITING THE PROJECT SITE AREA.
 - CARE MUST BE TAKEN TO PREVENT SEDIMENT FROM ENTERING ANY STREAM, DITCH, OR DRAINAGE WAY ON OR ADJACENT TO THE SITE.

STOCKPILING
TOPSOIL STOCKPILING IS NOT ANTICIPATED ON-SITE.

- MANAGEMENT STRATEGIES**
- CONSTRUCTION WILL BE SEQUENCED SO THAT GRADING OPERATIONS CAN BEGIN AND END AS QUICKLY AS POSSIBLE.
 - SEDIMENT TRAPPING MEASURES WILL BE INSTALLED AS A FIRST STEP IN GRADING.
 - THE JOB SUPERINTENDENT SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL PRACTICES.
 - AFTER ACHIEVING ADEQUATE STABILIZATION AND UPON APPROVAL OF DEQ EROSION CONTROL INSPECTOR, THE TEMPORARY E&S CONTROLS WILL BE CLEANED UP AND REMOVED.

PERMANENT STABILIZATION
THE DISTURBED AREAS WILL BE PERMANENTLY STABILIZED THROUGH THE USE OF IMPERVIOUS SURFACES.

- MANAGEMENT STRATEGIES**
- THE SILT FENCE BARRIER WILL BE CHECKED REGULARLY FOR UNDERMINING OR DETERIORATION OF THE FABRIC. SEDIMENT SHALL BE REMOVED WHEN THE LEVEL OF SEDIMENT DEPOSITION REACHES 1/3 THE WAY TO THE TOP OF THE BARRIER.
 - THE SEDIMENT TRAP AND BASIN SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.

GENERAL CONSTRUCTION AND GEOTECHNICAL NOTES

ENGINEERED FILL

- ALL CONTROLLED FILL ZONES ARE TO BE MONITORED BY A FULL TIME GEOTECHNICAL ENGINEERING SERVICES FIRM.
- ENGINEERED FILLS SHALL BE PROPERLY PLACED ACCORDING TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- ALL SUMMARY REPORTS FROM THE GEOTECHNICAL ENGINEER REPRESENTING THE PROJECT MUST STATE HIS PROFESSIONAL OPINION ON THE SATISFACTORILY COMPLETED PHASES OF CONSTRUCTION SUCH AS; SLOPE CUTS, SUBDRAINAGE SYSTEMS, PREPARATION OF SUBGRADES AND COMPACTION OF EARTH FILLS.
- NO FILLS SHALL HAVE ZONES THAT EXCEED TWO (2) FEET IN ELEVATION WITHOUT CONDUCTING COMPACTION TEST AND OBTAINING RESULTS OF 95% OR GREATER.
- THE GEOTECHNICAL ENGINEER MUST SUBMIT A DETAILED ANALYSIS, ITEMIZING THE FIELD DENSITY TEST RESULTS. THIS REPORT SHALL BE ACCOMPANIED WITH A COPY OF THE SITE PLAN SHEET AND INDICATE THE TEST LOCATIONS AND ELEVATIONS. THE GEOTECHNICAL ENGINEER MUST PROVIDE ENOUGH DESIGNATED TESTING IN ALL FILL ZONES TO ADEQUATELY EXAMINE AND CERTIFY THE INTEGRITY OF THE FILL.
- THE GEOTECHNICAL ENGINEER MUST SUBMIT A CERTIFIED BUILDING PAD REPORT FOR EACH FILL PAD LOCATION. THIS REPORT SHALL PROFILE THE FILL MATERIAL PLACEMENT AND PROVIDE THE COMPACTION TEST RESULTS. ALL REPORTS WILL BE ACCOMPANIED BY THE SITE PLAN, INDICATING THE TEST LOCATIONS AND ELEVATIONS.
- NO BUILDING PADS IN FILL ZONES WILL HAVE STRATUMS EXCEEDING TWO (2) FEET IN ELEVATION WITHOUT TEST VERIFYING DENSITY.
- THESE GEOTECHNICAL NOTES SHALL IN NO WAY LESSEN THE REQUIREMENTS OF THE SUBMITTED SOILS REPORT.

ROAD SUBGRADE

- INSPECTION AND APPROVAL OF THE SUBGRADE WILL BE REQUIRED PRIOR TO THE PLACEMENT OF THE APPROVED PAVEMENT SECTION MATERIAL.
- ANY CLAY DEPOSITS IN THE TOP TWO FEET OF THE SUBGRADE MUST BE REMOVED OR ADDRESSED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
- SUBGRADE APPROVAL SHALL BE ACCOMPANIED BY THE SUPPORTING DOCUMENTATION VERIFYING DENSITY TEST RESULTS OF 95% OR GREATER.
- THE ENTIRE SUBGRADE WILL HAVE BEEN PROOFROLLED IN THE PRESENCE OF THE SITE INSPECTOR AND GEOTECHNICAL REPRESENTATIVE. PROOFROLLING SHALL BE A RUBBER TIRE VEHICLE SUCH AS A LOADED TEN (10) TON TRUCK OF APPROVED COMPACTION EQUIPMENT.
- THE FINAL SUBGRADE SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER AND SITE INSPECTOR BEFORE PLACEMENT OF PAVEMENT SECTION MATERIALS.

CONSTRUCTION SEQUENCE

- SET UP PRE-CONSTRUCTION MEETING.
- SET UP TRAFFIC CONTROL MEASURES AS DENOTED ON THESE PLANS AND IN ACCORDANCE WITH THE MUTCD AND BEGIN CONSTRUCTION.
- RESTORE ROAD AND MATCH EXISTING.

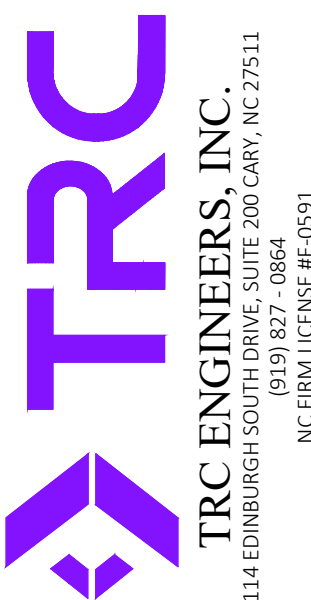
GENERAL UTILITY NOTES

- THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION AS INDICATED. ALTHOUGH, HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
- THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION SO THAT CONTRACTOR IS FAMILIAR AND UNDERSTANDS EXISTING CONDITIONS.
- FIELD CHANGES MAY BE NECESSARY DUE TO EXISTING UTILITY LOCATIONS. THE ENGINEER SHALL BE CONTACTED BEFORE MAKING THESE CHANGES.


GENERAL NOTES

- DIMENSIONS AND RADII ARE TO FACE OF CURB, WHERE APPLICABLE, UNLESS OTHERWISE INDICATED.
- DIMENSIONS AT BUILDING ARE TO OUTSIDE FACE, UNLESS OTHERWISE INDICATED.
- THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM THE LOCAL AND STATE AGENCIES.
- ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT HIS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- ALL PAVING MATERIALS AND DRAINAGE STRUCTURES SHALL BE BUILT AND INSTALLED IN ACCORDANCE WITH NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
- THE LOCATION OF EXISTING SEWER, WATER OR GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS. AND IF SHOWN ARE ONLY APPROXIMATE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES SHOWN ON THE PLANS IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS. IF THERE APPEARS TO BE A CONFLICT, OR UPON DISCOVERY OF ANY UTILITY NOT SHOWN ON THE PLANS. FOR ASSISTANCE IN LOCATING EXISTING UTILITIES CALL "NC ONE CALL", DIAL 811.
- ALL WATER AND SEWER CONSTRUCTION AND MATERIALS SHALL CONFORM WITH THE LATEST STANDARDS AND SPECIFICATIONS OF THE TOWN OF SANFORD DEPARTMENT OF PUBLIC UTILITIES.
- WHERE PAVEMENT IS BEING REMOVED, THE CONTRACTOR SHALL REMOVE AGGREGATE BASE MATERIAL TO SUB-GRADE.
- DAMAGE TO UTILITIES (INCLUDING UNDERGROUND) OR PROPERTY OF OTHERS BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS BY CONTRACTOR AT NO COST TO OWNER.
- EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY CONTRACTOR (WHICH ARE NOT TO BE REMOVED) SHALL BE REPAIRED TO LIKE-NEW CONDITION.
- THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.
- THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY INSPECTORS.
- PARKING SPACES SHALL BE DELINEATED BY FOUR INCH WIDE WHITE TRAFFIC PAINT.
- LANDSCAPING AND SITE IMPROVEMENTS WILL BE INSTALLED AND MAINTAINED SO AS NOT TO INTERFERE WITH SIGHT DISTANCE NEEDS OF DRIVERS WITHIN THE PARKING AREA AND AT ENTRANCE/EXIT LOCATIONS.
- THE CONTRACTOR SHALL NOTIFY THE ALL APPLICABLE REGULATORY AGENCIES AND THE ENGINEER AT LEAST 24 HOURS PRIOR TO STARTING WORK ON THIS PROJECT.
- ALL EXCAVATION FOR UNDERGROUND PIPE INSTALLATION MUST COMPLY WITH OSHA STANDARDS FOR THE CONSTRUCTION INDUSTRY (29 CFR PART 1926).
- VERIFY THE PROPOSED LAYOUT WITH ITS RELATIONSHIP TO THE EXISTING SITE SURVEY. ALSO VERIFY ALL DIMENSIONS, SITE CONDITIONS, AND MATERIAL SPECIFICATIONS AND NOTIFY THE OWNER AND ENGINEER OF ANY ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE COMMENCING OR PROCEEDING WITH WORK.
- DEVIATIONS FROM OR CHANGES TO THESE PLANS WILL NOT BE ALLOWED.
- MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO THE PLANS IF NECESSARY. THE EXISTENCE AND/OR LOCATION OF UTILITIES SHOWN ON THESE PLANS MAY BE ONLY APPROXIMATELY CORRECT. TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN HEREON AND ANY OTHER EXISTING UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. REPAIR AT YOUR OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION. IF A UTILITY IS DAMAGED DURING CONSTRUCTION, STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER.

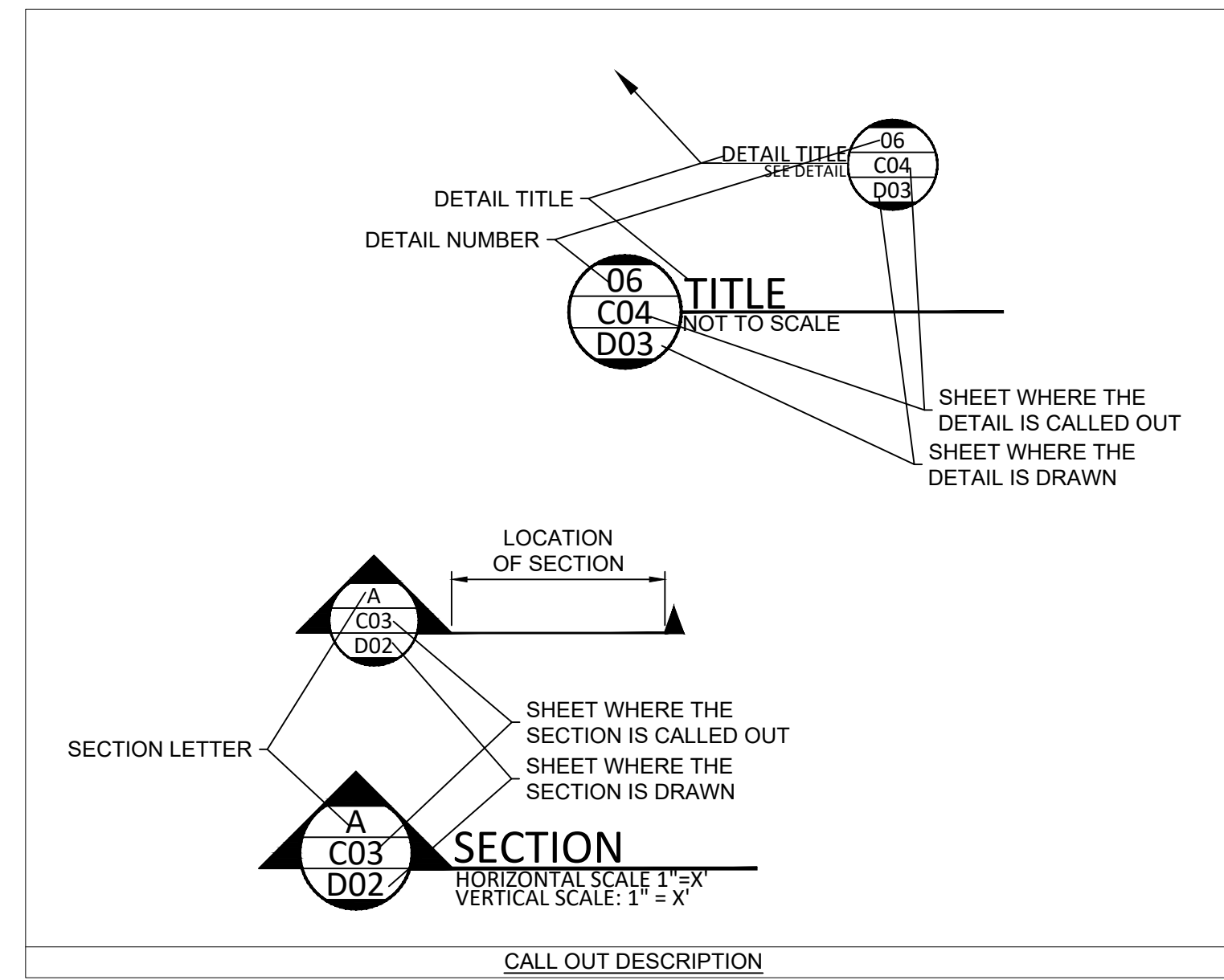
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TRC ENGINEERS, INC.
114 EDINBURGH SOUTH DRIVE, SUITE 200 CARY, NC 27511
(919) 827-0864
NC PROFESSIONAL LICENSE #P-0951



NICHOLAS J. WILBER
ENGINEER
5/12/25



C:\USERS\JCATLIN\DC\ACCDOS\TRC\OCSW ATTENDANT BOOTH\PROJECT FILES\03-SDI\CAD\670493 - OCSW ATTENDANT BOOTH\670493-NOTE.DWG - 8/28/25

NOTES - 01
ORANGE COUNTY SOLID WASTE - ATTENDANT BOOTH ADDITIONS
ORANGE COUNTY SOLID WASTE
ORANGE COUNTY, NORTH CAROLINA
AUGUST, 2025
SHEET
G02

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING		
SECTION A: SELF-INSPECTION SELF-INSPECTIONS ARE REQUIRED DURING NORMAL BUSINESS HOURS IN ACCORDANCE WITH THE TABLE BELOW. WHEN ADVERSE WEATHER OR SITE CONDITIONS WOULD CAUSE THE SAFETY OF THE INSPECTION PERSONNEL TO BE IN JEOPARDY, THE INSPECTION MAY BE DELAYED UNTIL THE NEXT BUSINESS DAY ON WHICH IT IS SAFE TO PERFORM THE INSPECTION. IN ADDITION, WHEN A STORM EVENT OF EQUAL TO OR GREATER THAN 1.0" OCCURS OUTSIDE OF NORMAL BUSINESS HOURS, THE SELF-INSPECTION SHALL BE PERFORMED UPON THE COMMENCEMENT OF THE NEXT BUSINESS DAY. ANY TIME WHEN INSPECTIONS WERE DELAYED SHALL BE NOTED IN THE INSPECTION RECORD.		
INSPECT	FREQUENCY (DURING NORMAL BUSINESS HOURS)	INSPECTION RECORDS MUST INCLUDE:
(1) RAIN GAUGE MAINTAINED IN GOOD WORKING ORDER	DAILY	DAILY RAINFALL AMOUNTS. IF NO DAILY RAIN GAUGE OBSERVATIONS ARE MADE DURING WEEKEND OR HOLIDAY PERIODS, AND NO INDIVIDUAL-DAY RAINFALL INFORMATION IS AVAILABLE, RECORD THE CUMULATIVE RAIN MEASUREMENT FOR THOSE UN-ATTENDED DAYS (AND THIS WILL DETERMINE IF A SITE INSPECTION IS NEEDED). DAYS ON WHICH NO RAINFALL OCCURRED SHALL BE RECORDED AS "ZERO". THE PERMITTEE MAY USE ANOTHER RAIN-MONITORING DEVICE APPROVED BY THE DIVISION.
(2) E&SC MEASURES	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0" IN 24 HOURS	01. IDENTIFICATION OF THE MEASURES INSPECTED. 02. DATE AND TIME OF THE INSPECTION. 03. NAME OF THE PERSON PERFORMING THE INSPECTION. 04. INDICATION OF WHETHER THE MEASURES WERE OPERATING PROPERLY. 05. DESCRIPTION OF MAINTENANCE NEEDS FOR THE MEASURE. 06. DESCRIPTION, EVIDENCE, AND DATE OF CORRECTIVE ACTIONS TAKEN.
(3) STORMWATER DISCHARGE OUTFALLS (SDOS)	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0" IN 24 HOURS	01. IDENTIFICATION OF THE DISCHARGE OUTFALLS INSPECTED. 02. DATE AND TIME OF THE INSPECTION. 03. NAME OF THE PERSON PERFORMING THE INSPECTION. 04. EVIDENCE OF INDICATORS OF STORMWATER POLLUTION SUCH AS OIL SHEEN, FLOATING OR SUSPENDED SOLIDS OR DISCOLORATION. 05. INDICATION OF VISIBLE SEDIMENT LEAVING THE SITE. 06. DESCRIPTION, EVIDENCE, AND DATE OF CORRECTIVE ACTIONS TAKEN.
(4) PERIMETER OF SITE	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0" IN 24 HOURS	IF VISIBLE SEDIMENTATION IS FOUND OUTSIDE SITE LIMITS, THEN A RECORD OF THE FOLLOWING SHALL BE MADE: 01. ACTIONS TAKEN TO CLEAN UP OR STABILIZE THE SEDIMENT THAT HAS LEFT THE SITE LIMITS. 02. DESCRIPTION, EVIDENCE, AND DATE OF CORRECTIVE ACTIONS TAKEN, AND 03. AN EXPLANATION AS TO THE ACTIONS TAKEN TO CONTROL FUTURE RELEASES.
(5) STREAMS OR WETLANDS ONSITE OR OFFSITE (WHERE ACCESSIBLE)	AT LEAST ONCE PER 7 CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT ≥ 1.0" IN 24 HOURS	IF THE STREAM OR WETLAND HAS INCREASED VISIBLE SEDIMENTATION OR A STREAM HAS VISIBLE INCREASED TURBIDITY FROM THE CONSTRUCTION ACTIVITY, THEN A RECORD OF THE FOLLOWING SHALL BE MADE: 01. DESCRIPTION, EVIDENCE AND DATE OF CORRECTIVE ACTIONS TAKEN, AND 02. RECORDS OF THE REQUIRED REPORTS TO THE APPROPRIATE DIVISION REGIONAL OFFICE PER PART III, SECTION C, ITEM (2)(A) OF THIS PERMIT.
(6) GROUND STABILIZATION MEASURES	AFTER EACH PHASE OF GRADING	01. THE PHASE OF GRADING (INSTALLATION OF PERIMETER E&SC MEASURES, CLEARING AND GRUBBING, INSTALLATION OF STORM DRAINAGE FACILITIES, COMPLETION OF ALL LAND-DISTURBING ACTIVITY, CONSTRUCTION OR REDEVELOPMENT, PERMANENT GROUND COVER). 02. DOCUMENTATION THAT THE REQUIRED GROUND STABILIZATION MEASURES HAVE BEEN PROVIDED WITHIN THE REQUIRED TIMEFRAME OR AN ASSURANCE THAT THEY WILL BE PROVIDED AS SOON AS POSSIBLE.

NOTE: THE RAIN INSPECTION RESETS THE REQUIRED 7 CALENDAR DAY INSPECTION REQUIREMENT.

PART III
SELF-INSPECTION, RECORDKEEPING AND REPORTING

SECTION B: RECORDKEEPING
01. E&SC PLAN DOCUMENTATION
THE APPROVED E&SC PLAN AS WELL AS ANY APPROVED DEVATION SHALL BE KEPT ON THE SITE. THE APPROVED E&SC PLAN MUST BE KEPT UP-TO-DATE THROUGHOUT THE COVERAGE UNDER THIS PERMIT. THE FOLLOWING ITEMS PERTAINING TO THE E&SC PLAN SHALL BE KEPT ON SITE AND AVAILABLE FOR INSPECTION AT ALL TIMES DURING NORMAL BUSINESS HOURS.

ITEM TO DOCUMENT	DOCUMENTATION REQUIREMENTS
(A) EACH E&SC MEASURE HAS BEEN INSTALLED AND DOES NOT SIGNIFICANTLY DEVIATE FROM THE LOCATIONS, DIMENSIONS AND RELATIVE ELEVATIONS SHOWN ON THE APPROVED E&SC PLAN.	INITIAL AND DATE EACH E&SC MEASURE ON A COPY OF THE APPROVED E&SC PLAN OR COMPLETE, DATE AND SIGN AN INSPECTION REPORT THAT LISTS EACH E&SC MEASURE SHOWN ON THE APPROVED E&SC PLAN. THIS DOCUMENTATION IS REQUIRED UPON THE INITIAL INSTALLATION OF THE E&SC MEASURES OR IF THE E&SC MEASURES ARE MODIFIED AFTER INITIAL INSTALLATION.
(B) A PHASE OF GRADING HAS BEEN COMPLETED.	INITIAL AND DATE A COPY OF THE APPROVED E&SC PLAN OR COMPLETE, DATE AND SIGN AN INSPECTION REPORT TO INDICATE COMPLETION OF THE CONSTRUCTION PHASE.
(C) GROUND COVER IS LOCATED AND INSTALLED IN ACCORDANCE WITH THE APPROVED E&SC PLAN.	INITIAL AND DATE A COPY OF THE APPROVED E&SC PLAN OR COMPLETE, DATE AND SIGN AN INSPECTION REPORT TO INDICATE COMPLIANCE WITH APPROVED GROUND COVER SPECIFICATIONS.
(D) THE MAINTENANCE AND REPAIR REQUIREMENTS FOR ALL E&SC MEASURES HAVE BEEN PERFORMED.	COMPLETE, DATE AND SIGN AN INSPECTION REPORT.
(E) CORRECTIVE ACTIONS HAVE BEEN TAKEN TO E&SC MEASURES.	INITIAL AND DATE A COPY OF THE APPROVED E&SC PLAN OR COMPLETE, DATE AND SIGN AN INSPECTION REPORT TO INDICATE THE COMPLETION OF THE CORRECTIVE ACTION.

02. DOCUMENTATION TO BE RETAINED FOR THREE YEARS.
ALL DATA USED TO COMPLETE THE E-NOI AND ALL INSPECTION RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION AND MADE AVAILABLE UPON REQUEST. [40 CFR 122.41]

03. ADDITIONAL DOCUMENTATION TO BE KEPT ON SITE
IN ADDITION TO THE E&SC PLAN DOCUMENTS ABOVE, THE FOLLOWING ITEMS SHALL BE KEPT ON THE SITE AND AVAILABLE FOR INSPECTORS AT ALL TIMES DURING NORMAL BUSINESS HOURS, UNLESS THE DIVISION PROVIDES A SITE-SPECIFIC EXEMPTION BASED ON UNIQUE SITE CONDITIONS THAT MAKE THIS REQUIREMENT NOT PRACTICAL:

(a) THIS GENERAL PERMIT AS WELL AS THE CERTIFICATE OF COVERAGE, AFTER IT IS RECEIVED.

(b) RECORDS OF INSPECTIONS MADE DURING THE PREVIOUS TWELVE MONTHS. THE PERMITTEE SHALL RECORD THE REQUIRED OBSERVATIONS ON THE INSPECTION RECORD FORM PROVIDED BY THE DIVISION OR A SIMILAR INSPECTION FORM THAT INCLUDES ALL THE REQUIRED ELEMENTS. USE OF ELECTRONICALLY-AVAILABLE RECORDS IN LIEU OF THE REQUIRED PAPER COPIES WILL BE ALLOWED IF SHOWN TO PROVIDE EQUAL ACCESS AND UTILITY AS THE HARD-COPY RECORDS.

PART III SELF-INSPECTION, RECORDKEEPING AND REPORTING	
SECTION C: REPORTING 01. OCCURRENCES THAT MUST BE REPORTED PERMITTEES SHALL REPORT THE FOLLOWING OCCURRENCES: (A) VISIBLE SEDIMENT DEPOSITION IN A STREAM OR WETLAND. (B) OIL SPILLS IF THEY: -ARE 25 GALLONS OR MORE -ARE LESS THAN 25 BUT CANNOT BE CLEANED UP WITHIN 24 HOURS -CAUSE SHEEN ON SURFACE WATERS (REGARDLESS OF VOLUME) -ARE WITHIN 100' OF SURFACE WATERS (REGARDLESS OF VOLUME) (C) RELEASES OF HAZARDOUS SUBSTANCES IN EXCESS OF REPORTABLE QUANTITIES UNDER SECTION 311 OF THE CLEAN WATER ACT (REF: 40 CFR110.3 AND 40 REF CFR117.3) OR SECTION 102 OF CERCLA (REF CFR302.4) OR G.S. 143-215.85. (D) ANTICIPATED BYPASSES AND UNANTICIPATED BYPASSES. (E) NONCOMPLIANCE WITH THE CONDITIONS OF THIS PERMIT THAT MAY ENDANGER HEALTH OR THE ENVIRONMENT.	
02. REPORTING TIMEFRAMES AND OTHER REQUIREMENTS AFTER A PERMITTEE BECOMES AWARE OF AN OCCURRENCE THAT MUST BE REPORTED, HE SHALL CONTACT THE APPROPRIATE DIVISION REGIONAL OFFICE WITHIN THE TIMEFRAMES AND IN ACCORDANCE WITH THE OTHER REQUIREMENTS LISTED BELOW. OCCURRENCES OUTSIDE NORMAL BUSINESS HOURS MAY ALSO BE REPORTED TO THE DEPARTMENT'S ENVIRONMENTAL EMERGENCY CENTER PERSONNEL AT (800) 858-0368.	
OCCURRENCE	REPORTING TIMEFRAMES (AFTER DISCOVERY) AND OTHER REQUIREMENT
(A) VISIBLE SEDIMENT DEPOSITION IN A STREAM OR WETLAND	- WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION. - WITHIN 7 CALENDAR DAYS, A REPORT THAT CONTAINS A DESCRIPTION OF THE SEDIMENT AND ACTIONS TAKEN TO ADDRESS THE CAUSE OF THE DEPOSITION. DIVISION STAFF MAY WAIVE THE REQUIREMENT FOR A WRITTEN REPORT ON A CASE-BY-CASE BASIS. - IF THE STREAM IS NAMED ON THE NC 303(D) LIST AS IMPAIRED FOR SEDIMENT-RELATED CAUSES, THE PERMITTEE MAY BE REQUIRED TO PERFORM ADDITIONAL MONITORING, INSPECTIONS OR APPLY MORE STRINGENT PRACTICES IF STAFF DETERMINE THAT ADDITIONAL REQUIREMENTS ARE NEEDED TO ASSURE COMPLIANCE WITH THE FEDERAL OR STATE IMPAIRED-WATERS CONDITIONS.
(B) OIL SPILLS AND RELEASE OF HAZARDOUS SUBSTANCES PER ITEM 1(B)-(C) ABOVE	WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION. THE NOTIFICATION SHALL INCLUDE INFORMATION ABOUT THE DATE, TIME, NATURE, VOLUME AND LOCATION OF THE SPILL OR RELEASE.
(C) ANTICIPATED BYPASSES [40 CFR 122.41(M)(3)]	- A REPORT AT LEAST TEN DAYS BEFORE THE DATE OF THE BYPASS, IF POSSIBLE. THE REPORT SHALL INCLUDE AN EVALUATION OF THE ANTICIPATED QUALITY AND EFFECT OF THE BYPASS.
(D) UNANTICIPATED BYPASSES [40 CFR 122.41(M)(3)]	- WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION. - WITHIN 7 CALENDAR DAYS, A REPORT THAT INCLUDES AN EVALUATION OF THE QUALITY AND EFFECT OF THE BYPASS.
(E) NONCOMPLIANCE WITH THE CONDITIONS OF THIS PERMIT THAT MAY ENDANGER HEALTH OR THE ENVIRONMENT [40 CFR 122.41(L)(7)]	- WITHIN 24 HOURS, AN ORAL OR ELECTRONIC NOTIFICATION. - WITHIN 7 CALENDAR DAYS, A REPORT THAT CONTAINS A DESCRIPTION OF THE NONCOMPLIANCE, AND ITS CAUSES; THE PERIOD OF NONCOMPLIANCE, INCLUDING EXACT DATES AND TIMES, AND IF THE NONCOMPLIANCE HAS NOT BEEN CORRECTED, THE ANTICIPATED TIME NONCOMPLIANCE IS EXPECTED TO CONTINUE; AND STEPS TAKEN OR PLANNED TO REDUCE, ELIMINATE, AND PREVENT REOCCURRENCE OF THE NONCOMPLIANCE. [40 CFR 122.41(L)(6)]. - DIVISION STAFF MAY WAIVE THE REQUIREMENT FOR A WRITTEN REPORT ON A CASE-BY-CASE BASIS.

PAINT AND OTHER LIQUID WASTE
01. DO NOT DUMP PAINT AND OTHER LIQUID WASTE INTO STORM DRAINS, STREAMS OR WETLANDS.
02. LOCATE PAINT WASHOUTS AT LEAST 50 FEET AWAY FROM STORM DRAIN INLETS AND SURFACE WATERS UNLESS NO OTHER ALTERNATIVES ARE REASONABLY AVAILABLE.
03. CONTAIN LIQUID WASTES IN A CONTROLLED AREA.
04. CONTAINMENT MUST BE LABELED, SIZED AND PLACED APPROPRIATELY FOR THE NEEDS OF SITE.
05. PREVENT THE DISCHARGE OF SOAPS, SOLVENTS, DETERGENTS AND OTHER LIQUID WASTES FROM CONSTRUCTION SITES.

EARTHEN STOCKPILE MANAGEMENT
01. SHOW STOCKPILE LOCATIONS ON PLANS. LOCATE EARTHEN-MATERIAL STOCKPILE AREAS AT LEAST 50 FEET AWAY FROM STORM DRAIN INLETS, SEDIMENT BASINS, PERIMETER SEDIMENT CONTROLS AND SURFACE WATERS UNLESS IT CAN BE SHOWN NO OTHER ALTERNATIVES ARE REASONABLY AVAILABLE.
02. PROTECT STOCKPILE WITH SILT FENCE INSTALLED ALONG TOE OF SLOPE WITH A MINIMUM OFFSET OF FIVE FEET FROM THE TOE OF STOCKPILE.
03. PROVIDE STABLE STONE ACCESS POINT WHEN FEASIBLE.
04. STABILIZE STOCKPILE WITHIN THE TIMEFRAMES PROVIDED ON THIS SHEET AND IN ACCORDANCE WITH THE APPROVED PLAN AND ANY ADDITIONAL REQUIREMENTS. SOIL STABILIZATION IS DEFINED AS VEGETATIVE, PHYSICAL OR CHEMICAL COVERAGE TECHNIQUES THAT WILL RESTRAIN ACCELERATED EROSION ON DISTURBED SOILS FOR TEMPORARY OR PERMANENT CONTROL NEEDS.

HERBICIDES, PESTICIDES AND RODENTICIDES
01. STORE AND APPLY HERBICIDES, PESTICIDES AND RODENTICIDES IN ACCORDANCE WITH LABEL RESTRICTIONS.
02. STORE HERBICIDES, PESTICIDES AND RODENTICIDES IN THEIR ORIGINAL CONTAINERS WITH THE LABEL, WHICH LISTS DIRECTIONS FOR USE, INGREDIENTS AND FIRST AID STEPS IN CASE OF ACCIDENTAL POISONING.
03. DO NOT STORE HERBICIDES, PESTICIDES AND RODENTICIDES IN AREAS WHERE FLOODING IS POSSIBLE OR WHERE THEY MAY SPILL OR LEAK INTO WELLS, STORMWATER DRAINS, GROUND WATER OR SURFACE WATER. IF A SPILL OCCURS, CLEAN AREA IMMEDIATELY.
04. DO NOT STOCKPILE THESE MATERIALS ONSITE.

PORTABLE TOILETS
01. INSTALL PORTABLE TOILETS ON LEVEL GROUND, AT LEAST 50 FEET AWAY FROM STORM DRAINS, STREAMS OR WETLANDS UNLESS THERE IS NO ALTERNATIVE REASONABLY AVAILABLE. IF 50 FOOT OFFSET IS NOT ATTAINABLE, PROVIDE RELOCATION OF PORTABLE TOILET BEHIND SILT FENCE OR PLACE ON A GRAVEL PAD AND SURROUND WITH SAND BAGS.
02. PROVIDE STAKING OR ANCHORING OF PORTABLE TOILETS DURING PERIODS OF HIGH WINDS OR IN HIGH FOOT TRAFFIC AREAS.
03. MONITOR PORTABLE TOILETS FOR LEAKING AND PROPERLY DISPOSE OF ANY LEAKED MATERIAL. UTILIZE A LICENSED SANITARY WASTE HAULER TO REMOVE LEAKING PORTABLE TOILETS AND REPLACE WITH PROPERLY OPERATING UNIT.

GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT
IMPLEMENTING THE DETAILS AND SPECIFICATIONS ON THIS PLAN SHEET WILL RESULT IN THE CONSTRUCTION ACTIVITY BEING CONSIDERED COMPLIANT WITH THE GROUND STABILIZATION AND MATERIALS HANDLING SECTIONS OF THE NCG01 CONSTRUCTION GENERAL PERMIT (SECTIONS E AND F, RESPECTIVELY). THE PERMITTEE SHALL COMPLY WITH THE EROSION AND SEDIMENT CONTROL PLAN APPROVED BY THE DELEGATED AUTHORITY HAVING JURISDICTION. ALL DETAILS AND SPECIFICATIONS SHOWN ON THIS SHEET MAY NOT APPLY DEPENDING ON SITE CONDITIONS AND THE DELEGATED AUTHORITY HAVING JURISDICTION.

SECTION E: GROUND STABILIZATION

STABILIZATION TIMEFRAMES		
SITE AREA DESCRIPTION	TIMEFRAME (CALENDAR DAYS AFTER CEASING LAND DISTURBANCE)	TIMEFRAME EXCEPTIONS
PERIMETER DIKES, SWALES, DITCHES, SLOPES	7	NONE
HIGH QUALITY WATER (HOW) ZONES	7	NONE
SLOPES STEEPER THAN 3:1	7	14 DAYS FOR SLOPES THAT ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1.
SLOPES 3:1 - 4:1	14	7 DAYS FOR SLOPES GREATER THAN 5' LENGTH. 7 DAYS FOR PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND HOW ZONES.
ALL OTHER AREAS WITH SLOPES FLATTER THAN 4:1	14	7 DAYS FOR PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES, AND HOW ZONES.

NOTE: AFTER THE PERMANENT CESSATION OF CONSTRUCTION ACTIVITIES, ANY AREAS WITH TEMPORARY GROUND STABILIZATION SHALL BE CONVERTED TO PERMANENT GROUND STABILIZATION AS SOON AS PRACTICABLE BUT IN NO CASE LONGER THAN 90 CALENDAR DAYS AFTER THE LAST LAND DISTURBING ACTIVITY. TEMPORARY GROUND STABILIZATION SHALL BE MAINTAINED IN A MANNER TO RENDER THE SURFACE STABLE AGAINST ACCELERATED EROSION UNTIL PERMANENT GROUND STABILIZATION IS ACHIEVED.

GROUND STABILIZATION SPECIFICATION
STABILIZE THE GROUND SUFFICIENTLY SO THAT RAIN WILL NOT DISLodge THE SOIL. USE ONE OF THE TECHNIQUES IN THE TABLE BELOW:

TEMPORARY SEEDING	PERMANENT STABILIZATION
- TEMPORARY GRASS SEED COVERED WITH STRAW OR OTHER MULCHES AND TACKIFIERS - HYDROSEEDING - ROLLED EROSION CONTROL PRODUCTS WITH OR WITHOUT TEMPORARY GRASS SEED - APPROPRIATELY APPLIED STRAW OR OTHER MULCH PLASTIC SHEETING	- PERMANENT GRASS SEED COVERED WITH STRAW OR OTHER MULCHES AND TACKIFIERS - GEOTEXTILE FABRICS SUCH AS PERMANENT SOIL REINFORCEMENT MATTING - HYDROSEEDING - SHRUBS OR OTHER PERMANENT PLANTINGS COVERED WITH MULCH - UNIFORM AND EVENLY DISTRIBUTED GROUND COVER SUFFICIENT TO RESTRAIN EROSION - STRUCTURAL METHODS SUCH AS CONCRETE, ASPHALT OR RETAINING WALLS - ROLLED EROSION CONTROL PRODUCTS WITH GRASS SEED

PART II, SECTION G, ITEM (4)
DRAW DOWN OF SEDIMENT BASINS FOR MAINTENANCE OR CLOSE OUT

SEDIMENT BASINS AND TRAPS THAT RECEIVE RUNOFF FROM DRAINAGE AREAS OF ONE ACRE OR MORE SHALL USE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN THESE DEVICES NEED TO BE DRAWN DOWN FOR MAINTENANCE OR CLOSE OUT UNLESS THIS IS INFASIBLE. THE CIRCUMSTANCES IN WHICH IT IS NOT FEASIBLE TO WITHDRAW WATER FROM THE SURFACE SHALL BE RARE (FOR EXAMPLE, TIMES WITH EXTENDED COLD WEATHER). NON-SURFACE WITHDRAWALS FROM SEDIMENT BASINS SHALL BE ALLOWED ONLY WHEN ALL OF THE FOLLOWING CRITERIA HAVE BEEN MET:

- (A) THE E&SC PLAN AUTHORITY HAS BEEN PROVIDED WITH DOCUMENTATION OF THE NON-SURFACE WITHDRAWAL AND THE SPECIFIC TIME PERIODS OR CONDITIONS IN WHICH IT WILL OCCUR. THE NON-SURFACE WITHDRAWAL SHALL NOT COMMENCE UNTIL THE E&SC PLAN AUTHORITY HAS APPROVED THESE ITEMS,
- (B) THE NON-SURFACE WITHDRAWAL HAS BEEN REPORTED AS AN ANTICIPATED BYPASS IN ACCORDANCE WITH PART III, SECTION C, ITEM (2)(C) AND (D) OF THIS PERMIT,
- (C) DEWATERING DISCHARGES ARE TREATED WITH CONTROLS TO MINIMIZE DISCHARGES OF POLLUTANTS FROM STORMWATER THAT IS REMOVED FROM THE SEDIMENT BASIN. EXAMPLES OF APPROPRIATE CONTROLS INCLUDE PROPERLY SITED, DESIGNED AND MAINTAINED DEWATERING TANKS, WEIR TANKS, AND FILTRATION SYSTEMS,
- (D) VEGETATED, UPLAND AREAS OF THE SITES OR A PROPERLY DESIGNED STONE PAD IS USED TO THE EXTENT FEASIBLE AT THE OUTLET OF THE DEWATERING TREATMENT DEVICES DESCRIBED IN ITEM (C) ABOVE,
- (E) VELOCITY DISSIPATION DEVICES SUCH AS CHECK DAMS, SEDIMENT TRAPS, AND RIPRAP ARE PROVIDED AT THE DISCHARGE POINTS OF ALL DEWATERING DEVICES, AND
- (F) SEDIMENT REMOVED FROM THE DEWATERING TREATMENT DEVICES DESCRIBED IN ITEM (C) ABOVE IS DISPOSED OF IN A MANNER THAT DOES NOT CAUSE DEPOSITION OF SEDIMENT INTO WATERS OF THE UNITED STATES.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE
01. NEVER BURY OR BURN WASTE. PLACE LITTER AND DEBRIS IN APPROVED WASTE CONTAINERS.
02. PROVIDE A SUFFICIENT NUMBER AND SIZE OF WASTE CONTAINERS (E.G DUMPSTER, TRASH RECEPTACLE) ON SITE TO CONTAIN CONSTRUCTION AND DOMESTIC WASTES.
03. LOCATE WASTE CONTAINERS AT LEAST 50 FEET AWAY FROM STORM DRAIN INLETS AND SURFACE WATERS UNLESS NO OTHER ALTERNATIVES ARE REASONABLY AVAILABLE.
04. LOCATE WASTE CONTAINERS ON AREAS THAT DO NOT RECEIVE SUBSTANTIAL AMOUNTS OF RUNOFF FROM UPLAND AREAS AND DOES NOT DRAIN DIRECTLY TO A STORM DRAIN, STREAM OR WETLAND.
05. COVER WASTE CONTAINERS AT THE END OF EACH WORKDAY AND BEFORE STORM EVENTS OR PROVIDE SECONDARY CONTAINMENT. REPAIR OR REPLACE DAMAGED WASTE CONTAINERS.
06. ANCHOR ALL LIGHTWEIGHT ITEMS IN WASTE CONTAINERS DURING TIMES OF HIGH WINDS.
07. EMPTY WASTE CONTAINERS AS NEEDED TO PREVENT OVERFLOW. CLEAN UP IMMEDIATELY IF CONTAINERS OVERFLOW.
08. DISPOSE WASTE OFF-SITE AT AN APPROVED DISPOSAL FACILITY.
09. ON BUSINESS DAYS, CLEAN UP AND DISPOSE OF WASTE IN DESIGNATED WASTE CONTAINERS.


HAZARDOUS AND TOXIC WASTE
01. CREATE DESIGNATED HAZARDOUS WASTE COLLECTION AREAS ON-SITE.
02. PLACE HAZARDOUS WASTE CONTAINERS UNDER COVER OR IN SECONDARY CONTAINMENT.
03. DO NOT STORE HAZARDOUS CHEMICALS, DRUMS OR BAGGED MATERIALS DIRECTLY ON THE GROUND.

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS
01. SELECT FLOCCULANTS THAT ARE APPROPRIATE FOR THE SOILS BEING EXPOSED DURING CONSTRUCTION, SELECTING FROM THE NC DWR LIST OF APPROVED PAMS/FLOCCULANTS.
02. APPLY FLOCCULANTS AT OR BEFORE THE INLETS TO EROSION AND SEDIMENT CONTROL MEASURES.
03. APPLY FLOCCULANTS AT THE CONCENTRATIONS SPECIFIED IN THE NC DWR LIST OF APPROVED PAMS/FLOCCULANTS AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
04. PROVIDE PONDING AREA FOR CONTAINMENT OF TREATED STORMWATER BEFORE DISCHARGING OFFSITE.
05. STORE FLOCCULANTS IN LEAK-PROOF CONTAINERS THAT ARE KEPT UNDER STORM-RESISTANT COVER OR SURROUNDED BY SECONDARY CONTAINMENT STRUCTURES.

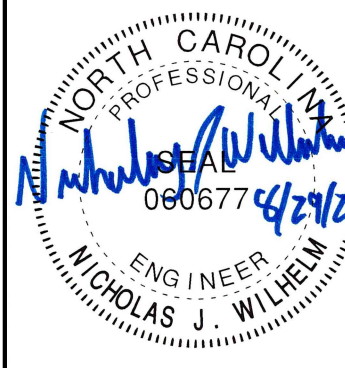
EQUIPMENT AND VEHICLE MAINTENANCE
01. MAINTAIN VEHICLES AND EQUIPMENT TO PREVENT DISCHARGE OF FLUIDS.
02. PROVIDE DRIP PANS UNDER ANY STORED EQUIPMENT.
03. IDENTIFY LEAKS AND REPAIR AS SOON AS FEASIBLE, OR REMOVE LEAKING EQUIPMENT FROM THE PROJECT.
04. COLLECT ALL SPENT FLUIDS, STORE IN SEPARATE CONTAINERS AND PROPERLY DISPOSE AS HAZARDOUS WASTE (RECYCLE WHEN POSSIBLE).
05. REMOVE LEAKING VEHICLES AND CONSTRUCTION EQUIPMENT FROM SERVICE UNTIL THE PROBLEM HAS BEEN CORRECTED.
06. BRING USED FUELS, LUBRICANTS, COOLANTS, HYDRAULIC FLUIDS AND OTHER PETROLEUM PRODUCTS TO A RECYCLING OR DISPOSAL CENTER THAT HANDLES THESE MATERIALS.

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DATE							
REVISION							
NO.							
DESIGN BY:	NUW	DRAWN BY:	ALD	CHECKED BY:	IUS	SCALE:	JOB NUMBER:
							670493



TRC ENGINEERS, INC.
114 EDENBURGH SOUTH DRIVE, SUITE 200 CARY, NC 27511
(919) 827-0864
NC PROFESSIONAL LICENSE #P-0951



PROFESSIONAL ENGINEER
NICHOLAS J. WILHELM
060677 4/20/15

NOTES - NCG01
ORANGE COUNTY SOLID WASTE - ATTENDANT BOOTH ADDITIONS
ORANGE COUNTY SOLID WASTE
ORANGE COUNTY, NORTH CAROLINA

AUGUST, 2025

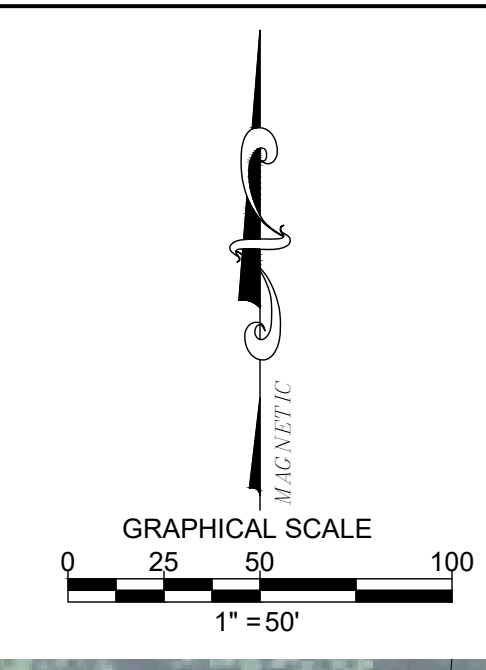
G03

SHEET

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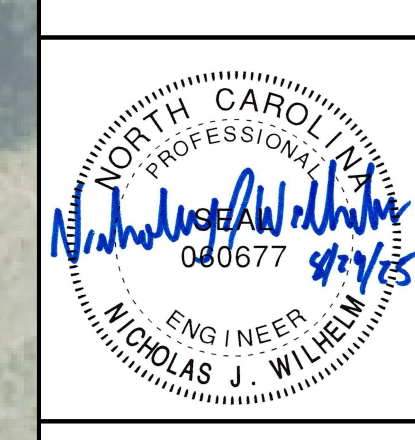
LEGEND
 - - - - - PROPERTY BOUNDARY

NOTES:
 1) CONTRACTOR SHALL ENSURE BOOTHS ARE INSTALLED, LEVELED, AND SECURED PER MANUFACTURER'S RECOMMENDATION.
 2) CONTRACTOR SHALL PERMIT AND INSTALL ELECTRICAL CONNECTION FROM ADJACENT COMPACTOR TO ATTENDANT BOOTH PER EXISTING CODES AND MANUFACTURER'S RECOMMENDATION.
 3) CONTRACTOR SHALL USE RIGID STEEL CONDUIT SUITED FOR OUTDOOR USE AND SHALL SECURE THE CONDUIT TO THE EXISTING ASPHALT 2-FEET ON CENTER.
 4) CONTRACTOR SHALL INSTALL AND SECURE PULTRUDED FIBERGLASS (FRP) ANTI-SLIP PIPE & CABLE COVER, FROM SAFEGUARD TECHNOLOGY OR APPROVED EQUAL, OVER ALL CONDUIT ON THE WALKING SURFACE



NO.	REVISION	DATE

DESIGN BY: NIW
 DRAWN BY: ALD
 CHECKED BY: IUS
 SCALE: 1"=50'
 JOB NUMBER: 670493



TRC
 TRC ENGINEERS, INC.
 114 EDENBURGH SOUTH DRIVE, SUITE 200 CARY, NC 27511
 (919) 827-0864
 NC FIRM LICENSE #P-0991

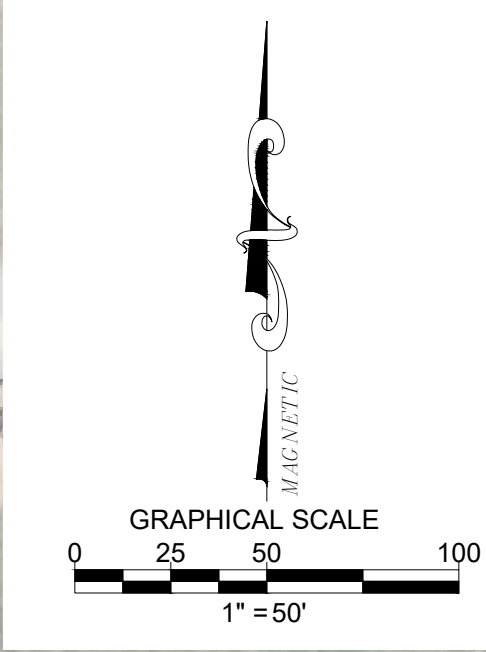
SITE PLAN - WALNUT CHURCH GROVE ROAD
ORANGE COUNTY SOLID WASTE - ATTENDANT BOOTH ADDITIONS
 ORANGE COUNTY SOLID WASTE
 ORANGE COUNTY, NORTH CAROLINA

AUGUST, 2025
 SHEET
C01

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LEGEND
 - - - - - PROPERTY BOUNDARY

- NOTES:
 1) CONTRACTOR SHALL ENSURE BOOTHS ARE INSTALLED, LEVELED, AND SECURED PER MANUFACTURER'S RECOMMENDATION.
 2) CONTRACTOR SHALL PERMIT AND INSTALL ELECTRICAL CONNECTION FROM ADJACENT COMPACTOR TO ATTENDANT BOOTH PER EXISTING CODES AND MANUFACTURER'S RECOMMENDATION.
 3) CONTRACTOR SHALL USE RIGID STEEL CONDUIT SUITED FOR OUTDOOR USE AND SHALL SECURE THE CONDUIT TO THE EXISTING ASPHALT 2-FEET ON CENTER.
 4) CONTRACTOR SHALL INSTALL AND SECURE PULTRUDED FIBERGLASS (FRP) ANTI-SLIP PIPE & CABLE COVER, FROM SAFEGUARD TECHNOLOGY OR APPROVED EQUAL, OVER ALL CONDUIT ON THE WALKING SURFACE



NO.	REVISION	DATE

TRC
 TRC ENGINEERS, INC.
 114 EDENBURGH SOUTH DRIVE, SUITE 200 CARY, NC 27511
 (919) 827-0864
 NC PROFESSIONAL ENGINEER #0951

NORTH CAROLINA PROFESSIONAL ENGINEER
 MICHAEL J. WILHELM
 069677
 8/28/25

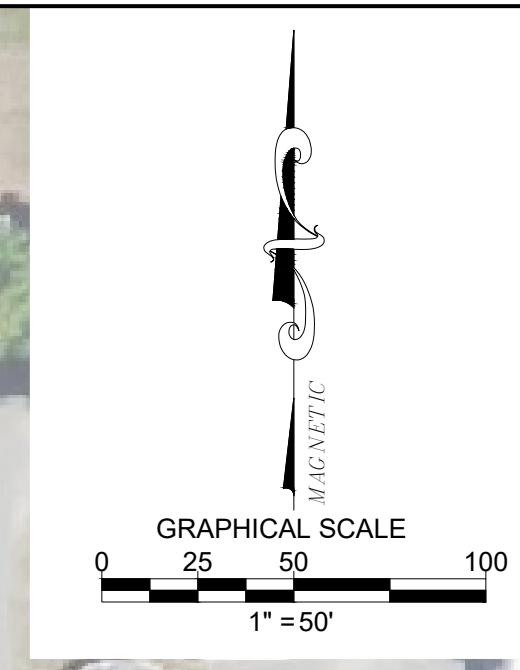
SITE PLAN - EUBANKS RD
 ORANGE COUNTY SOLID WASTE -
 ATTENDANT BOOTH ADDITIONS
 ORANGE COUNTY SOLID WASTE
 ORANGE COUNTY, NORTH CAROLINA
 AUGUST, 2025
 SHEET
C02

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LEGEND
 - - - - - PROPERTY BOUNDARY

NOTES:
 1) CONTRACTOR SHALL ENSURE BOOTHS ARE INSTALLED, LEVELED, AND SECURED PER MANUFACTURER'S RECOMMENDATION.
 2) CONTRACTOR SHALL PERMIT AND INSTALL ELECTRICAL CONNECTION FROM EXISTING SECURITY LIGHT/POLE TO ATTENDANT BOOTH PER EXISTING CODES AND MANUFACTURER'S RECOMMENDATION.
 3) CONTRACTOR SHALL EXCAVATE, TRENCH, INSTALL ELECTRICAL CONDUIT, AND REPAIR SURFACE IN ACCORDANCE WITH EXISTING CODE REQUIREMENTS.



NO.	REVISION	DATE

DESIGN BY:	NIW
DRAWN BY:	ALD
CHECKED BY:	IUS
SCALE:	
JOB NUMBER:	670493

TRC
 TRC ENGINEERS, INC.
 114 EDENBURGH SOUTH DRIVE, SUITE 200 CARY, NC 27511
 (919) 827-0864
 NC PROFESSIONAL LICENSE #P-0391

NICHOLAS J. WILHELM
 ENGINEER
 060677
 NORTH CAROLINA PROFESSIONAL ENGINEER

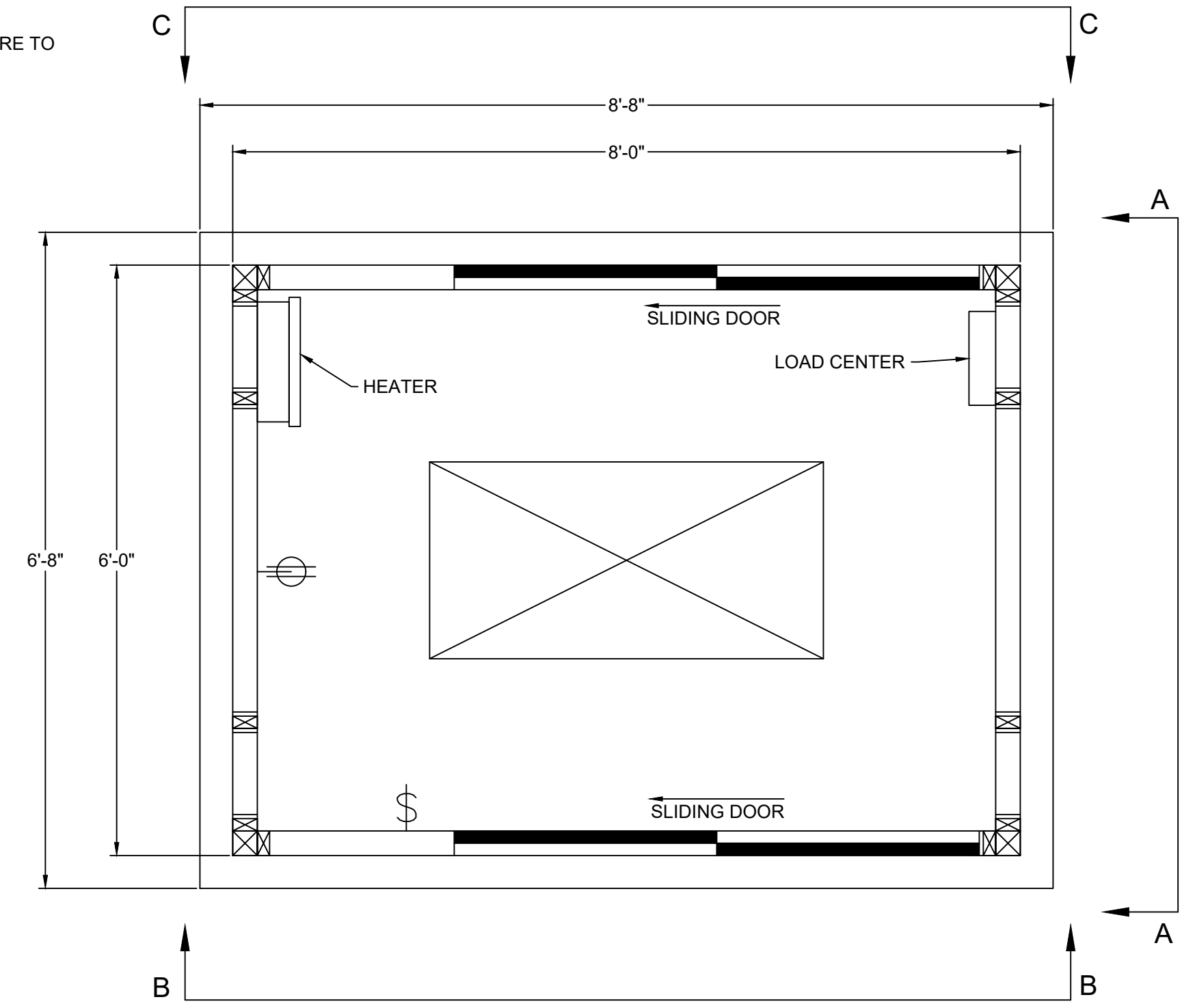
SITE PLAN - FERGUSON ROAD
ORANGE COUNTY SOLID WASTE - ATTENDANT BOOTH ADDITIONS
 ORANGE COUNTY SOLID WASTE
 ORANGE COUNTY, NORTH CAROLINA

AUGUST, 2025

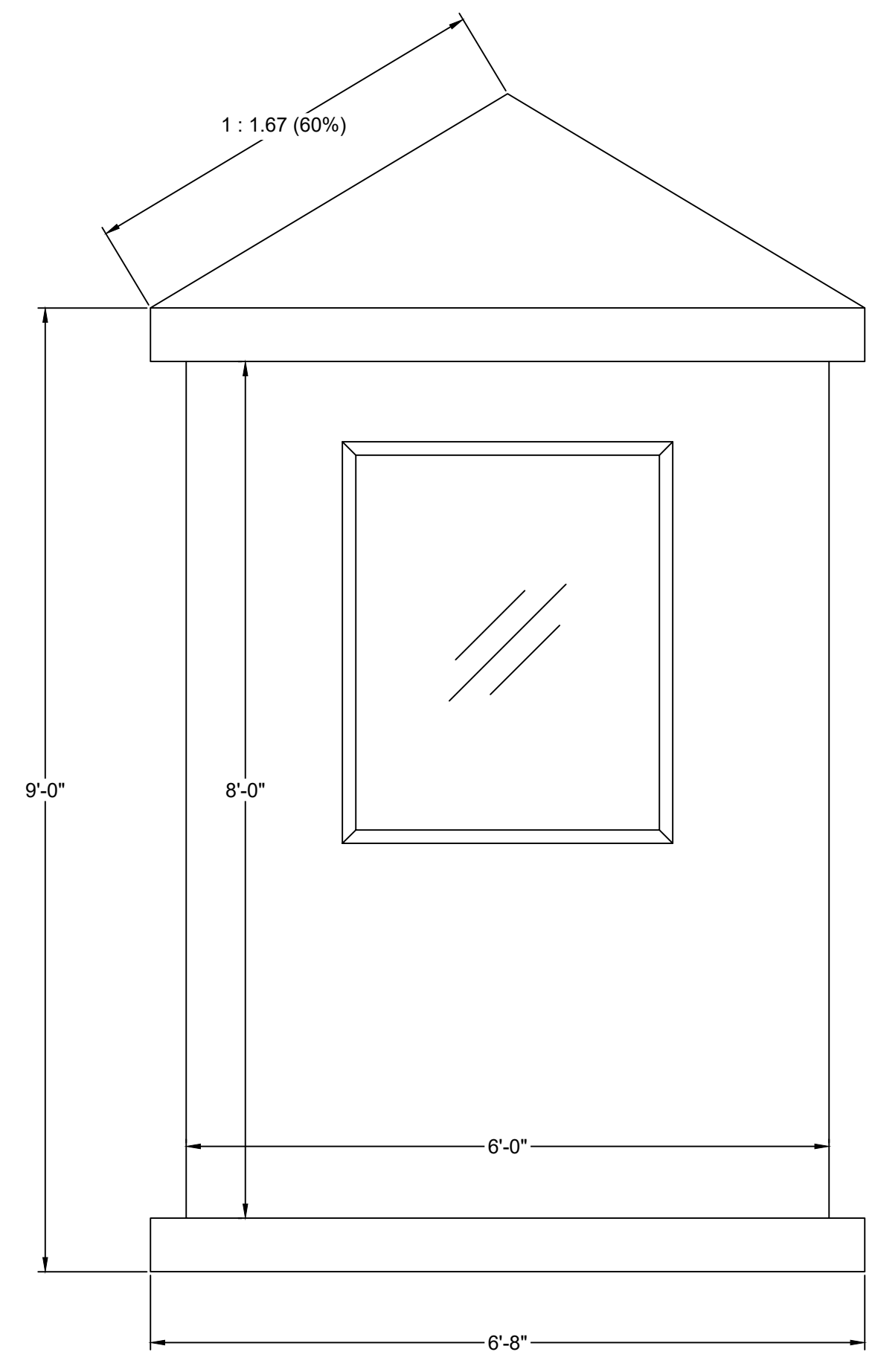
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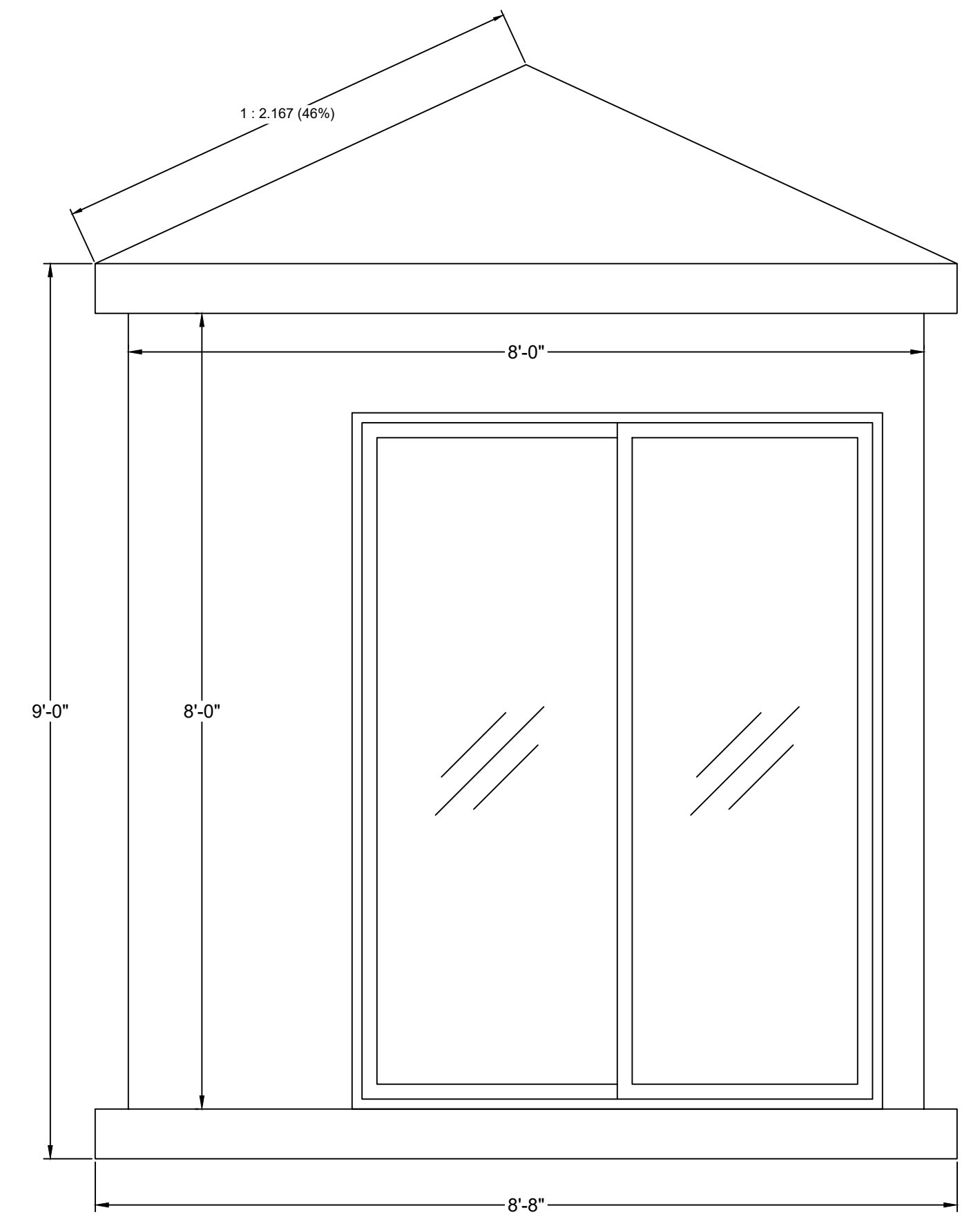
- NOTES:
- BOOTHS SHALL INCLUDE:
 - ONE (1) LOAD CENTER
 - ONE (1) HVAC WALL UNIT
 - THREE (3) DUPLEX 15AMP 120V ELECTRICAL RECEPTACLES CONNECTED TO A GFCI OUTLET
 - ONE (1) 4' LED LIGHT WIRED TO THREE-WAY SWITCHES LOCATED AT EACH DOOR
 - TWO (2) 54"X70" SLIDING DOORS
 - ONE (1) NON-OPENING WINDOW
 - LOCATION OF LOAD CENTER AND HVAC WALL UNIT OR REPRESENTATIVE ONLY. CONTRACTOR AND MANUFACTURE TO DETERMINE BEST LOCATIONS.



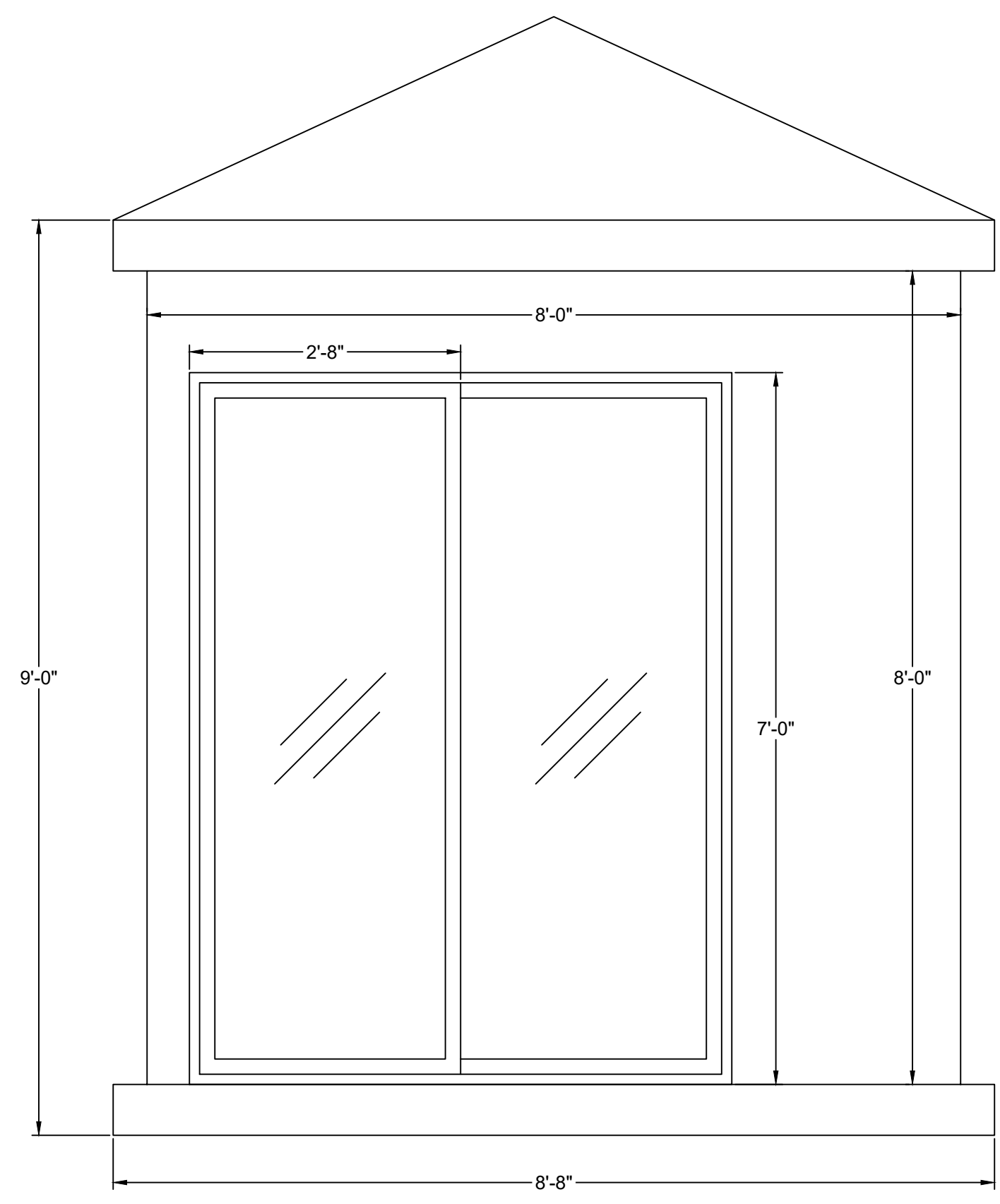
PLAN VIEW



SECTION A



SECTION B



SECTION C

01
C01
D01
8'x6' ATTENDANT BOOTH
3/4" = 1'-0"

DATE					
REVISION					
NO.					
DESIGN BY:	NIW	DRAWN BY:	ALD	CHECKED BY:	IUS
SCALE:		JOB NUMBER:	670493		
<p>TRC ENGINEERS, INC. 114 EDENBURGH SOUTH DRIVE, SUITE 200 CARY, NC 27511 (919) 827-0864 NC FIRM LICENSE #P-0391</p>					
<p>NICHOLAS J. WILHELM ENGINEER 060677</p>					
<p>DETAILS - 01 ORANGE COUNTY SOLID WASTE - ATTENDANT BOOTH ADDITIONS ORANGE COUNTY SOLID WASTE ORANGE COUNTY, NORTH CAROLINA</p>					
<p>AUGUST, 2025</p>					
<p>SHEET</p>					
<p>D01</p>					

