



**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS**

**PWC2425044**

**ROOF MEMBRANE REPLACEMENT AT APPARATUS REPAIR  
SHOP**

**ISSUED FOR BID**

**NOVEMBER 19, 2024**

**Fayetteville Public Works Commission  
Administrative Building  
955 Old Wilmington Road  
Fayetteville, NC 28301**

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## **SECTION A – PROJECT SPECIFICS GENERAL**

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**ADVERTISEMENT FOR BID  
FAYETTEVILLE PUBLIC WORKS COMMISSION  
ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

**Cumberland County  
North Carolina**

Pursuant to N.C.G.S 143-129, sealed bids are solicited and will be received at Fayetteville Public Works Commission, Administration Building, Conference Room 117, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:00 p.m., EST Thursday, December 19, 2024**.

Re-roofing to Apparatus Repair Shop building totaling approximately 13,000 square feet of roof area to repair leaks and other damages.

The foregoing description shall not be construed as a complete description of all work required. All work shall be done in accordance with PWC technical specifications and standard contract terms.

A **MANDATORY** pre-bid meeting will be held at **2:00 p.m., EST Wednesday, December 4, 2024**, in the Conference Room 107, Fayetteville Public Works Commission, Administrative Building, 955 Old Wilmington Road, Fayetteville, NC 28301. Representatives of the Owner will be available to answer questions. Any formal bid submitted by a Bidder that fails to attend this meeting will be considered an unresponsive bid.

Questions will be fielded at the pre-bid meeting and all prospective bidders are required to attend the meeting. Individual telephone inquiries are prohibited. PWC assumes no responsibility to fully inform absentees of clarifications not issued by addendum.

Bids must be enclosed in a sealed envelope addressed to Carla Wint, Procurement Advisor, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **SEALED BID: ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP** and shall indicate the name, address and state license number of the bidder. Bids shall be submitted on the printed forms, or exact copies thereof, contained in the Contract Documents.

In accordance with statutory requirements under North Carolina General Statutes (N.C.G.S.) §143-129, a bid bond or deposit of five percent (5%) is required only for bids with a total amount of \$500,000.00 or more. Performance and payment bonds, each equal to one hundred percent (100%) of the contract amount, are required for contracts exceeding \$50,000 when part of a project totaling more than \$300,000.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be followed as applicable in receiving and evaluating bids and in reading and awarding the Contract (Chapter 87 of the North Carolina General Statutes).

The license classification shall be:

Part 1:            General Contractor    -            Unlimited

Plans and Specifications including Contract Documents will be available online for viewing and downloading on or about **Tuesday, November 19, 2024** on the PWC Procurement website at

<https://www.faypwc.com/purchasing>. In addition, the documents will be available from the Fayetteville State University Construction Resource Office (FSU CRO) at <https://www.uncfsu.edu/academics/colleges-schools-and-departments/broadwell-college-of-business-and-economics/outreach-centers/construction-resource-office>. In collaboration with the North Carolina Institute of Minority Economic Development, the FSU CRO offers services and support to help small, minority, veteran, and women-owned businesses identify and compete for construction-related projects.

At the FSU CRO, potential bidders may:

- Research, view and print project drawings to scale free of charge;
- Use available software to prepare their bid; and
- Receive certification and pre-qualification assistance.

Please email the FSU CRO to make an appointment: [fsucro@uncfsu.edu](mailto:fsucro@uncfsu.edu)

Plans and Specifications are also being furnished to ISQFT ([www.isqft.com](http://www.isqft.com)) for online posting. Purchase of the documents is not required to bid.

Fayetteville Public Works Commission reserves the right to reject any or all bids for any reason determined by PWC to be in its best interest, or to award the bid to the lowest responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

The bidder to whom the contract may be awarded must comply fully with the requirements of North Carolina General Statutes Section 143-129, as amended.

No bids may be withdrawn after the scheduled Bid due date for a period of ninety (90) calendar days.

**FAYETTEVILLE PUBLIC WORKS COMMISSION**

Candice Kirtz

Director of Supply Chain

**00100 - INSTRUCTIONS TO BIDDERS  
FAYETTEVILLE PUBLIC WORKS COMMISSION  
ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

**A. DEFINED TERMS**

Terms used in these Instructions to Bidders are defined in the Definitions and Terminology sections of PWC General Conditions.

**B. COPIES OF BIDDING DOCUMENTS**

1. Complete sets of the Bidding Documents as stated in the Invitation to Bidders, may be obtained from the PWC Procurement Department.
2. Complete sets of Bidding Documents shall be used in preparing Bids. PWC assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**C. EXAMINATION OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND PROJECT SITE**

1. Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site and become familiar with the site and any local conditions that may in any manner affect the cost, progress, or performance of the Work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) give the PWC Procurement Advisor written notice of all conflicts, errors or discrepancies in the Contract Documents.
2. Bidders should consult the Specifications for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or reports that otherwise may affect cost, progress, or performance of the Work which may have been utilized in the preparation of the Drawings and Specifications. PWC will make copies of such reports if available at the cost (non-refundable) of reproduction to any Bidder requesting them. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions, which may be encountered at the site or to constitute explicit or implicit representations as to any other matter, contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents. Before submitting a Bid, each Bidder will, at its own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for the performance of the Work in accordance with the Contract Documents.
3. On request (minimum 48 hours advance notice), PWC will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of its Bid.
4. The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands available for use by the Contractor in performing the Work are identified in the Contract Documents.

5. The submission of a Bid constitutes an incontrovertible representation by the Bidder that it has complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for the performance of the Work.

#### **D. INTERPRETATIONS AND ADDENDA**

1. All questions about the meaning or intent of the bid or Contract Documents shall be submitted in writing to Carla Wint, Procurement Advisor, by email to [procurement@faypwc.com](mailto:procurement@faypwc.com). In order to receive consideration, questions must be received by Friday, December 6, 2024 and time 5:00 p.m. Any interpretations of questions so raised, which in the opinion of the Owner require interpretations, will be issued by Addenda via email or posted online by the Owner and/or Project Engineer. An Addendum extending the Bid due date may be issued up to five (5) business days before the Bid due date. An Addendum withdrawing the Invitation for Bid may be issued any time prior to the Bid due date. The Owner will not be responsible for oral interpretations or clarifications, which anyone presumes to make on their behalf.

**Bidders are expressly prohibited from contacting any PWC official or employee associated with this project, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.**

2. PWC may issue such additional Addenda as may be necessary to clarify, correct, or change the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time stated in Paragraph 1 of this Section.
3. Each Bidder shall be responsible for determining that all Addenda issued by PWC have been received before submitting a Bid for the Work.
4. Each Bidder shall acknowledge the receipt of each Addendum on the Bid Form.

#### **E. VENDOR REGISTRATION VIA ISUPPLIER**

1. All vendors interested in doing business with PWC must register as a vendor through the iSupplier Portal using the link below. The iSupplier self-service portal enables vendors to have real-time access to information regarding purchase orders, invoices, and payments through a secure environment. Attach a copy of your W9 to your online registration.

<https://www.faypwc.com/isupplier-doing-business-with-pwc/>

#### **F. QUALIFICATION OF CONTRACTORS**

1. **Statutory Requirements** – The Bidder shall comply with all federal, state, and local statutes, regulations, and codes as they relate to the Project. Failure to comply with these requirements shall be considered a breach of Contract.
2. Contractor to provide utility references for similar projects completed by identified crews.

#### **G. SUBSTITUTE MATERIAL AND EQUIPMENT**

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or required in the Specifications without consideration of possible substitute or "or-equal" items. The procedure for submittal of substitute or "or-equal" items for consideration is



set forth in the PWC General Conditions.

#### **H. CONTRACTOR'S LICENSE**

1. No General Contractor shall engage in contracting work in the State of North Carolina unless it has been licensed under in accordance with North Carolina law.
2. Bidders are prohibited from contracting for, or bidding upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by Fayetteville Public Works Commission without a North Carolina Contractor's License.
3. Each bidder shall indicate its North Carolina Contractor's License number on the bid envelope and the Bid Form.
4. License Classification shall be:
  - General contractor: Unlimited

#### **I. SUBCONTRACTORS**

1. Contractor shall subcontract no more than 49 percent (49%) of the value of the Contract.
2. Each Bidder shall submit to PWC with its bid the List of Subcontractors, Suppliers, other persons, and organizations proposed for those portions of the Work for which such identification is required. If PWC, after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, PWC may, before Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.
3. If the apparent Successful Bidder declines to make such a substitution, PWC may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons, and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. If PWC does not make written objection to a Bidder's list of Subcontractors, Suppliers, other persons, or organizations prior to giving Notice of Award, the list will be considered acceptable, subject to revocation as provided in the PWC General Conditions.

#### **J. MINORITY, WOMEN, DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) PROGRAM / SMALL LOCAL SUPPLIER (SLS) PROGRAM**

1. PWC is committed to promoting the utilization of Minority, Women, and Disadvantaged Businesses in PWC's geographical statistical area (GSA) by providing equal opportunity for participating in all aspects of PWC's contracting and procurement programs. The GSA consists of NCDOT division areas 3-8, and 10. PWC is also committed to promoting the utilization of small, local businesses in the Fayetteville Metropolitan Statistical Area (MSA) by increasing opportunities for those businesses to participate in PWC procurements. The MSA consists of Cumberland County, Hoke County, and Harnett County.
2. Bidders must report their efforts to engage MWDBEs, Historically Underutilized Businesses (HUBs), and Small Local Suppliers for each project, regardless of specific project requirements.

3. Bidders shall submit the MWDBE Affidavits A or B, & E provided within Attachment X with their bid submittal. The Affidavits shall be signed and notarized.
4. In accordance with PWC's MWDBE Program, the goal shall be to award four percent (14%) of the total contract dollars to MBE firms and four percent (11%) to WBE firms. A complete copy of PWC's MWDBE Program is available for inspection at PWC Procurement Department.
5. Bidders are encouraged to document good faith efforts and subcontractor utilization in the MWDBE Affidavits C or D at the time of bid submission, though it is not mandatory. If these efforts are not included, PWC's Program staff will contact the lowest responsive bidder to request documentation, which must be provided within 24 hours or by the next business day.
6. NCDOT Disadvantaged Business Enterprise (DBE) and NC Department of Administration (DOA) Historically Underutilized Business (HUB) firms with current certifications are acceptable for listing in the bidder's submittal of MWDBE participation and will be considered to meet any necessary contract goal. Firms that are certified through NCDOT are listed in the "Vendor Directory" which can be accessed through the following: <https://www.ebs.nc.gov/VendorDirectory/default.html>. Firms that are certified through NC DOA are listed at the "Vendor Search" which can be accessed through the following link: <https://evp.nc.gov/vendors/vendorsearchadvanceform/?id=d98aa5d6-0d57-ee11-be6e-001dd804e775>

#### **K. SUBMISSION OF BIDS**

1. All Bidders shall use the enclosed Bid Forms, or exact copies thereof, in submitting their bid prices. Failure to provide full and complete Bid Forms using the form provided herein will result in a bid being deemed non-responsive.
2. PWC will not accept modified Bid Forms, oral Bids, or Bids received by telephone, email, or telecopier (FAX machine) for this Bid.
3. All prices must be F.O.B. delivered to the point as indicated by this Bid. PWC will grant no allowance for boxing, crating, or delivery unless specifically provided for in this Bid.
4. The Bid Form must be completed in black ink. Black or blue pen ink is acceptable if handwritten. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words. Discrepancies in the multiplication of units of Work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
5. Bid submittals sent by mail should be registered mail. The sealed Bid, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

Fayetteville Public Works Commission  
Attn: Carla Wint, Procurement Advisor  
955 Old Wilmington Road  
Fayetteville, North Carolina 28301

6. Mark the envelope in the lower left-hand corner with the project title, hour and due date of Bid, and the Bidder's North Carolina contractor registration number.
7. Bids sent by mail and arriving after the time for the opening of Bids shall not be considered valid Bids. In such instances, the Bidders shall have no claim against PWC.
8. All items contained in the Bid Checklist shall be completely filled out and submitted with the bid. Failure to submit any of the items requested with the Bid Form may be just cause for rejection of the Bid by PWC.
9. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Bid, may be rejected by PWC as being incomplete or nonresponsive.
10. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the Bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the Bid.
11. The Bid Form, the Bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
12. All Bids received in the Procurement Department by the deadline indicated will be kept sealed until the time and date of the Bid due date.
13. All late Bids shall be returned unopened to the sender.

#### **L. BID BOND**

1. Each Bid valued \$500,000.00 or more shall be accompanied by an acceptable Bid bond in the amount of five percent (5%) of the Bid amount, and made payable to Fayetteville Public Works Commission, North Carolina.
2. The Bid bond is a guarantee that if the contract is awarded by PWC to the Bidder, the Bidder shall enter into the contract with PWC for the work mentioned in this Bid or forfeit the Bid bond to PWC, not as a penalty, but as liquidated damages.
3. No forfeiture under a Bid bond shall exceed the lesser of (a) the difference between the Bid for which the Bid bond was written and the next low Bid of another Bidder, or (b) the face amount of the Bid bond.
4. All bonds shall be executed by a surety company selected by the Bidder, which is legally authorized to do business in the State of North Carolina (NCGS §44 A-26), and the bond shall be the same in both form as well as substance as AIA Document A310, Bid Bond.
5. The Bidder shall require the attorney-in-fact, who executed the required bond on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney.

6. The bond premium shall be paid by the Bidder and the cost shall be included in the Bid price.
7. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

#### **M. OPENING OF BIDS**

1. Bids will be opened publicly and read aloud on the date and time set for the Bid d in the Notice to Bidders.
2. Any Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of all Bids but prior to award, except in the event that PWC decides not to accept any of the Bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after the award of the Contract.
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

#### **N. MODIFICATION OF BIDS**

1. A Bid may be modified or withdrawn by the Bidder at any time prior to the time and date set for the Bid due date. The Bidder shall notify the PWC Procurement Department in writing of its intentions.
2. Modified and withdrawn Bids may be resubmitted to the PWC Procurement Department up to the time and date set for the Bid due date.

#### **O. WITHDRAWAL OF BID DUE TO ERROR**

1. If the Bidder desires to withdraw its Bid, the Bidder must do so before the time fixed for the opening, without prejudice, by communicating its purpose in writing to PWC. After bids are open, bids may only be withdrawn in strict accordance with N.C.G.S. Section 143-129-1

#### **P. BIDS TO REMAIN OPEN**

1. All Bids shall remain open for ninety (90) calendar days after the day of the Bid due date.

#### **Q. AWARD OF CONTRACT**

1. PWC reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive, or conditional Bids. PWC reserves the right to request additional information from any or all bidders for evaluation purposes. Failure or refusal to furnish additional information as requested may result in the rejection of the bid.
2. In case of a tie Bid, the tie shall be decided by lot.
3. It is the intent of PWC to recommend the award of this contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. In determining the lowest responsive Bidder, PWC may consider, among other criteria, the Bidder's past performance conduct on other contracts, and other information provided by the Bidder as noted below.

4. In determining the lowest responsive Bidder, PWC will evaluate the Bidder's proposed Bid price and the completeness of the submitted bid in accordance with the requirements of the Contract Documents.
5. PWC may consider the operating costs, maintenance considerations, performance date, and guarantees of materials and equipment.
6. PWC may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, as well as other considerations, to include but not limited to resources available to the Bidder to perform the work effectively, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to PWC's satisfaction within the prescribed time.
7. PWC reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to PWC's satisfaction.
8. If the Contract is to be awarded, PWC will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid due date.
9. The Bidder to whom the contract is awarded shall, within ten (10) days after prescribed documents are presented for signature, execute and deliver the Contract Documents and any other forms or bonds required by the Bid to PWC.
10. The Bidder is required to complete the attached forms that will allow PWC to verify that the Bidder is qualified to perform the Work described in these Contract Documents. All forms shall be completed and submitted with the Bid. Failure to submit all the required forms shall be considered grounds for PWC to reject the bid.

PWC will review all of the bids and qualification data to determine the lowest responsive, responsible Bidder. PWC reserves the right to not award the Contract to the lowest bidder if the information provided is not complete, does not meet the satisfaction of PWC, or has been falsified. PWC will not request any additional information in order to allow the Contractor to complete bid.

11. During the evaluation phase, bid submittals will be reviewed to ascertain which bids technically and otherwise address all the requirements of these Contract Documents. Bid submittals determined to be technically non-responsive or not sufficiently responsive may be disqualified.

The Bidder shall address each of the Evaluation Criteria as requested in the Technical Evaluation Criteria Form located within Section A Project Specifics Bid Submittal Documents. To be considered substantive, the information must respond to all requirements.

12. PWC may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualification and financial ability of the Bidder. Should PWC find that the apparent low bidder is not the lowest responsive, responsible bidder by integrity of the information furnished, said apparent low bidder will be so notified and its bid bond shall be returned without prejudice. Failure or refusal to furnish any items of information

requested by PWC shall be considered as non-responsive and therefore basis for rejection of the bid.

#### **R. TAXES**

1. The Successful Bidder shall pay all county, city, state and federal taxes required by laws in effect at the time Bids are received and resulting from the Work or traceable thereto, under whatever name levied.
2. Said taxes shall not be in addition to the contract price between PWC and the Successful Bidder. The taxes shall be an obligation of the Successful Bidder and not of PWC. PWC shall be held harmless from same by the Successful Bidder.

#### **S. PERFORMANCE AND OTHER BONDS**

1. The PWC General Conditions set forth PWC's requirements as to Performance and other Bonds. However, performance and payment bonds are required (100% of bid amount) for contracts costing more than \$50,000 that are part of a project costing more than \$300,000.

#### **T. E-VERIFY REQUIREMENTS**

1. Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes.
2. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and 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. Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

#### **U. IRAN DIVESTMENT ACT**

1. As mandated by N.C.G.S. 147-86.59(a), the Contractor hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor further certifies that in accordance with N.C.G.S. 146-86.58(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that the signatory to this Purchase Order authorized by the Contractor to make the foregoing statement.

\*\*\* END OF SECTION \*\*\*



# **SECTION A – PROJECT SPECIFICS BID SUBMITTAL DOCUMENTS**



**BID SCHEDULE – PERFORMANCE AND DELIVERY  
FAYETTEVILLE PUBLIC WORKS COMMISSION  
ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

In-person Pre-Bid Meeting:	2:00 pm, Wednesday, December 4, 2024
<b>(MANDATORY)</b>	Fayetteville Public Works Commission Administrative Building Conference Room 107 955 Old Wilmington Road Fayetteville, NC 28301
Deadline for Questions from Bidders <sup>1</sup>	5:00 pm, Friday, December 6, 2024
Deadline for Addenda issued by PWC Procurement Department and Project Manager	2:00 pm, Tuesday, December 10, 2024
Bid Due Date (Submittal Deadline)	2:00 pm, Thursday, December 19, 2024  Fayetteville Public Works Commission Administrative Building Conference Room 107 955 Old Wilmington Road Fayetteville, NC 28301
Contract Time:	90 days
Liquidated Damages:	\$500.00 per day for each day beyond the Final Completion Date
Bid Acceptance Period	Within ninety (90) Calendar Days unless otherwise noted

- 
1. Questions regarding this bid must be submitted in writing to the attention of Carla Wint, Procurement Advisor, by email to [procurement@faypwc.com](mailto:procurement@faypwc.com).  
  
Bidders are expressly prohibited from contacting any FPWC official or employee associated with this Invitation to Bid, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.
  2. Any addenda to these Contract Documents will be issued by the Project Manager no later than the date and time stated above.

## BID SUBMITTAL CHECKLIST

- ☐ 1. Enter Contractor's License Number where called for in the Bid Form and on the outside of the sealed envelope containing the Bid.
- ☐ 2. Photocopy of Contractor's License.
- ☐ 3. Bid Bond and Power of Attorney, if applicable
- ☐ 4. Bid Forms Section 00300
- ☐ 5. Provide the responsible North Carolina Registered Agent for Insurance Claims. Include contact information.
- ☐ 6. Provide the proposed responsible Bonding Company name. Include contact information.
- ☐ 7. List of proposed Subcontractors and material suppliers exceeding 5% of the Contract Value.
- ☐ 8. Non-Collusive Affidavit.
- ☐ 9. Nondiscrimination Clause.
- ☐ 10. Affidavit of Organization and Authority and Sworn Statement.
- ☐ 11. Equal Employment Opportunity Acknowledgment.
- ☐ 12. Certification regarding Debarment, Proposed Debarment, and other Responsible Matters.
- ☐ 13. FTA Certification Regarding Lobbying.
- ☐ 14. Affidavit A – Listing of Good Faith Efforts, et al.
- ☐ 15. Affidavit B – (Only if the Contractor will perform **ALL ELEMENTS OF THE WORK** on this project with their own forces **AND** will complete **ALL ELEMENTS OF THIS PROJECT WITHOUT THE USE OF SUBCONTRACTORS, MATERIAL SUPPLIERS, OR PROVIDERS OF PROFESSIONAL SERVICES.**
- ☐ 16. Affidavit E - Identification of Minority Business Participation Form.
- ☐ 17. SLS / MWDBE Disclosure Form.

\*\*FAILURE TO SUBMIT THE ABOVE FORMS COMPLETED AND SIGNED WITH THE BID FORM PROVIDED HEREIN MAY BE JUST CAUSE FOR REJECTION OF THE BID BY THE OWNER\*\*

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## 00300 - BID FORM

TO: **Fayetteville Public Works Commission**  
Attn: Carla Wint, Procurement Advisor  
955 Old Wilmington Road  
Fayetteville, North Carolina 28301

PROJECT: **ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

FROM: BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BID \_\_\_\_\_, 20 \_\_\_\_\_

- A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Contract Documents to perform and furnish all Work (as that term is defined in the Construction Agreement) specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- B. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of payment and performance bonds, and insurance certificates. This bid will remain open for ninety (90) calendar days after the Bid due date. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date of receipt by the BIDDER.
- C. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:
1. BIDDER has examined copies of all the Contract Documents and of the following addenda, receipt of all which is acknowledged on the bid summary page:
  2. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress of performance of the work and has made such independent investigations as BIDDER deems necessary.
  3. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy of dimensions or completeness of information and data shown or indicated in the Bidding Documents with respect to existing facilities.
  4. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site of the Work (except underground facilities) and all drawings of physical conditions in or relating to existing surface or

subsurface structures, pipelines, and utilities at or contiguous to the site are provided within these Contract Documents. Geotechnical Reports and other information regarding subsurface conditions are identified in the attached appendices and detailed in Article V of the PWC General Conditions. BIDDER acknowledges that the OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site of Work. BIDDER had obtained and carefully studied (or assumes responsibility for have done so) all such additional or supplementary examinations investigations, explorations, tests, studies, and data that are necessary to identify and understand conditions (surface, subsurface, and underground facilities) at or contiguous to the site of Work or otherwise which may affect cost, progress, performance, or furnishing the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. BIDDER waives all rights to claim that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the proper submission of the Bid for the performance and furnishing of the Work in accordance with the Contract Time, Contract Price, and other terms and conditions of the Contract Documents.

5. BIDDER hereby certifies that, if awarded the Contract for construction of the Project, it will take all possible actions to minimize costs to the OWNER which are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and work changes or additions which may be made.
6. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, exploration, tests, studies, and data with the Contract Documents.
7. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
8. By bidding in response to this invitation, the BIDDER represents that in the preparation and submission of this Bid, said BIDDER did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).
9. Bid form must be completed in blue or black ink or by typewriter. The Bid price of each item on the form must be stated in both words and numerals. In case of a

conflict, words shall take precedence. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

10. BIDDER understands that the award of contract will be made on the basis of the total Bid amount which will be determined as the sum of the unit price and lump sum Bid Items.
11. BIDDER understands that quantities are estimated and are not guaranteed; they are solely for comparing Bids and establishing the total Bid amount. The Price will be modified by Change Order, and final payment will be based on the quantities of work actually furnished and installed by the successful BIDDER.
12. BIDDER shall complete the Work for the prices indicated on the next page.

**Schedule of Unit Prices.** Unit prices for the listed items must be provided in the table below, as these items may be necessary to complete the project. If any of these items are required, the PWC Project Manager will verify the quantities used, and the Contractor will be paid accordingly based on the provided unit prices. The total of the unit prices for Items A through F must be included in the base bid. Any overruns in quantity will be paid based on the unit prices specified.

	DESCRIPTION	UOM	QTY	UNIT PRICE	EXTENDED/TOTAL
A	Retrofit roof drain Installation	\$/drain	2	\$	\$
B	Replace existing 2X4	\$/linear foot	100 linear feet	\$	\$
C	Replacement of existing 2X6	\$/linear foot	100 linear feet	\$	\$
D	Replacement of existing 2X8	\$/linear foot	100 linear feet	\$	\$
E	Walkway pads	\$/square foot.	See Plans	\$	\$
F	Polyiso insulation	\$/square foot of 2.0" thick insulation	200 square feet	\$	\$

**Contingency Allowance.** The base bid is to include a \$20,000.00 contingency allowance per building.

**- BID SUMMARY-**

<b>TOTAL BASE BID</b>	<b>\$</b> _____
<b>CONTINGENCY ALLOWANCE</b>	<b>\$20,000.00</b> _____

The BIDDER has received, acknowledged, and used the following addenda in completing the Bid. (Initial and Date as appropriate).

Addendum No. 1	Date _____
Addendum No. 2	Date _____
Addendum No. 3	Date _____
Addendum No. 4	Date _____
Addendum No. 5	Date _____
Addendum No. 6	Date _____
Addendum No. 7	Date _____

The undersigned BIDDER \_\_\_\_\_ (Contractor Name) certifies that they are licensed as a Contractor under N.C.G.S § 87, and that their license number is \_\_\_\_\_ (License Number).



The undersigned BIDDER hereby agrees to accept an award of the Contract based on the Total Contract Amount as accepted by the OWNER and as indicated on the Notice of Award.

A. BIDDER agrees that Work shall be completed within the time frame indicated in the Agreement as follow:

1. All work described herein to be complete, including restoration and all punch list items from Notice to Proceed until June 30, 2025.
2. The BIDDER acknowledges that time is of the essence in this Contract and that the OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph D.1 above plus any extensions thereof allowed in accordance with these Contract Documents. BIDDER also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not complete on time. The Bidder agrees to diligently pursue all available work and complete all work in an expeditious manner.

B. The following documents are attached to and made part of this bid:

Required Bid Security in the form of either a cashier's check or certified check or Bid Bond in the amount of 5% of maximum Bid price, if applicable.

C. Communications concerning this Bid shall be addressed to: (CONTRACTOR's Name, Address and Telephone Number)

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D. The terms used in this Bid which are defined in Definitions and Terminology Section of the PWC General Conditions or as otherwise specifically defined in the Contract Documents have the meanings assigned to them therein, which are incorporated by reference as if fully set forth herein.

E. An individual contractor is required to furnish his social security number and sole proprietorship, partnership and corporation are required to furnish their employer identification numbers to Fayetteville Public Works Commission. Please indicate this information on this Bid Form as follows:

Social Security Number: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

SUBMITTED ON \_\_\_\_ day of \_\_\_\_\_ 2024

**AN INDIVIDUAL**

BY: \_\_\_\_\_ (SEAL)

(Individual's Name and Signature)

Doing Business as: \_\_\_\_\_

North Carolina Contractor Registration Number: \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2024

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

My Commission Expires: \_\_\_\_\_

**A PARTNERSHIP**

BY: \_\_\_\_\_ (SEAL)

(Firm Name)

(General Partner and Signature)

North Carolina Contractor Registration Number: \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2024

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

My Commission Expires: \_\_\_\_\_

**A CORPORATION**

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

(Corporation Name)

(State of Incorporation)

BY: \_\_\_\_\_ (SEAL)

(Name and Title of Person Authorized to Sign and Signature)

ATTEST: \_\_\_\_\_

(Secretary or Assistant Secretary and Signature)

North Carolina Contractor Registration Number: \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2024

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
**A JOINT VENTURE**

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

(Name and Signature)

Doing Business as: \_\_\_\_\_

North Carolina Contractor Registration Number: \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2024

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

My Commission Expires: \_\_\_\_\_

(Each joint venturer must sign. The name of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

## LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and the Supplementary Conditions, the undersigned submits the following names of Subcontractors to be used in performing the Work.

The Bidder certifies that all Subcontractors listed are eligible to perform the Work and that all Subcontractors performing more than five percent of the work are listed.

<u>Subcontractor's Name</u>	<u>Subcontractor's Work</u>	<u>% of Work</u>
<hr/>	<hr/>	<hr/> %
<hr/>	<hr/>	<hr/> %
<hr/>	<hr/>	<hr/> %
<hr/>	<hr/>	<hr/> %
<hr/>	<hr/>	<hr/> %

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Bidder's Signature

**POWER OF ATTORNEY**  
(Attach)

**AFFIDAVIT OF ORGANIZATION AND AUTHORITY SWORN STATEMENT  
ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being the first duly sworn on oath deposes and says that the Bidder on the attached Bid Form is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

**1. CORPORATION**

The bidder is a corporation organized and existing under the laws of the State of \_\_\_\_\_ and its President is \_\_\_\_\_, and its Secretary is \_\_\_\_\_, and does have a corporate seal. The \_\_\_\_\_ is authorized to sign construction Contract and Bids for the company by action of its Board of Directors taken \_\_\_\_\_, a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

**2. PARTNERSHIP**

The Bidder is a Partnership consisting of \_\_\_\_\_ and \_\_\_\_\_, partners doing business under the name of \_\_\_\_\_.

**3. SOLE TRADER**

The Bidder is an individual and if operating under a trade name, such trade name is as follows:  
\_\_\_\_\_

**4. ADDRESS**

The business address of the Bidder is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Its phone number is \_\_\_\_\_

\_\_\_\_\_

Bidder

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

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.
- e. The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for signatures by a CORPORATION):

\_\_\_\_\_  
Corporate Name

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

\_\_\_\_\_  
(Vice) President

(CORPORATE SEAL)

(Use the following form for signatures by and INDIVIDUAL):

BY: \_\_\_\_\_ (Seal)

WITNESS:

\_\_\_\_\_

(ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING FORM  
ON FOLLOWING PAGE)



## NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of Fayetteville Public Works Commission, Fayetteville, North Carolina and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract.

(Use the following form for signatures by a CORPORATION):

\_\_\_\_\_  
Corporate Name

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

BY: \_\_\_\_\_  
(Vice) President

\_\_\_\_\_  
(Printed Name)

BY: \_\_\_\_\_  
(Printed Name)

(Corporate Seal)

(Use the following form for signatures by a PARTNERSHIP or INDIVIDUAL):

BY: \_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Printed Name)

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )

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

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

- (1) He is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_ the BIDDER that has  
submitted the attached BID;
- (2) He is fully informed respecting the preparation and contents of the attached BID and of all  
pertinent circumstances respecting such BID;
- (3) Such BID is genuine and is not a collusive or sham BID;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit  
a collusive or sham BID in connection with the Contract for which the attached BID has  
been submitted; or to refrain from bidding in connection with such Contract; or have in any  
manner, directly or indirectly, sought by agreement or collusion, or communication, or  
conference with any BIDDER, firm, or person to fix the price or prices in the attached BID  
or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID price  
or the BID price of any other BIDDER, or to secure through any collusion, conspiracy,  
connivance, or unlawful agreement any advantage against (Recipient), or any person  
interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by  
any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER  
or any other of its agents, representatives, owners, employees or parties in interest,  
including this affidavit.

BY \_\_\_\_\_

ITS \_\_\_\_\_  
(Title)

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

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

My Commission Expires:

\_\_\_\_\_  
END OF AFFIDAVIT

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant, \_\_\_\_\_ (major or third party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT \_\_\_\_\_ CERTIFIES  
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE  
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT  
THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



**MINORITY, WOMEN, AND DISADVANTAGED  
BUSINESS ENTERPRISE PROGRAM**

**for**

**Construction, A&E Services, Purchase Contracts,  
Professional Services, and General Services**

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## **PURPOSE**

The Fayetteville Public Works Commission (PWC) is committed to promoting the utilization of Minorities, Women, and Disadvantaged Businesses by providing equal opportunity for participating in all aspects of PWC's contracting and procurement programs, including but not limited to, construction projects, A&E services, purchase contracts, and professional and general (other) service contracts.

To achieve this purpose, PWC has established this Minority, Women, and Disadvantaged Business Enterprise Program (MWDBE) to support historically underutilized businesses, encourage capacity development, and offer procurement opportunities to certified business enterprises.

## **OVERVIEW**

PWC's MWDBE Program is a voluntary goals program in construction, A&E services, purchase contracts, and professional and general (other) services based on "good-faith efforts." These goals are established for a five-year period and achievement will be evaluated annually.

The aspirational goals of PWC for the utilization of Minority, Women, and Disadvantaged Business Enterprises are:

Minority business participation in construction services	14%
Women business participation in construction services	11%
Minority business participation in A&E services	6%
Women business participation in A&E services	5%
Minority business participation in purchase contracts	4%
Women business participation in purchase contracts	4%
Minority business participation in professional services	19%
Women business participation in professional services	3%
Minority business participation in general (other) services	9%
Women business participation in general (other) services	4%

## I. INTRODUCTION

In 2021, Fayetteville Public Works Commission (PWC) contracted with Griffin & Strong, P.C. (GSPC) to conduct a Disparity Study to determine the effectiveness of the current policies related to local, minority, and women owned businesses and to recommend modifications and adjustments, if necessary, to PWC's policies that comply with the law.

PWC continues to implement race and gender conscious and race and gender-neutral measures to try to increase utilization of Minority, Women, and Disadvantaged Business Enterprise (MWDBE) firms. PWC has a basis to continue race and gender conscious remedies or policies toward achieving annual aspirational goals.

The MWDBE aspirational goals and guidelines developed and recommended do not require nor provide for racially based set-asides; rather they require good-faith effort by both local government and contractors to recruit and select minorities and women businesses, consistent with North Carolina Statutes and the Constitution of the United States as interpreted by the Croson Decision.

## II. ADMINISTRATION

PWC General Manager/CEO is authorized to take all usual and legal administrative actions necessary to implement this Program. The ultimate responsibility for the MWDBE Program administration is assigned to the PWC General Manager/CEO or its designee. PWC General Manager/CEO or its designee is either to be personally responsible or to designate a specific person to coordinate and manage this Program. PWC General Manager/CEO or its designee is responsible for determining whether a contractor has complied with this Program and shown good-faith efforts to do so. Except for those staff services specifically assigned by this Program to other departments, the heads of departments responsible for the construction, and procurement of services and goods shall be responsible to PWC General Manager/CEO or its designee and shall cooperate with PWC General Manager/CEO or its designee in implementing this Program.

The MWDBE Program shall apply to all construction contracts, A&E contracts, purchase contracts, and services as specified in Sections IV through VII. The provisions of this Program take precedence over any other department plans or procedures in conflict herewith, except specific requirements mandated by terms or conditions of agreements in force between PWC and the federal government or the State of North Carolina that require different procedures than those described in this Program. This Program will be evaluated at the end of five years to determine its effectiveness and what adjustments are required.

## III. DEFINITIONS

**Affirmative Action** - Specific steps to eliminate discrimination and efforts to ensure nondiscriminatory results and practices in the future, and to fully involve Minority, Women, and Disadvantaged Business Enterprises in contracts and programs.

**Aspirational Goal/Goal** - A voluntary percentage or quantitative objective.

**Bidder/Participant** - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.



**Contract** - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment or service, including construction and leases, and obligating the buyer to pay for them.

**Contractor** - Any person, firm, partnership, corporation, association, or joint venture that has been awarded a public contract or lease, including every subcontract on such a contract.

**Day** – A calendar day of 24 hours measured from midnight to the next midnight. Also referred to throughout the Program documents as “days or “calendar days.”

**Discrimination** - To distinguish, differentiate, separate and/or segregate on the basis of age, race, religion, color, sex, national origin, handicap and/or veteran status.

**Equipment** - Includes materials, supplies, commodities, and apparatus.

**Joint Venture** - An association of two or more businesses to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills, and knowledge.

**Lessee** - A business that leases, or is negotiating to lease, property from PWC or equipment or services to PWC, or to the public on PWC property.

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

- a. Black American (a person having origins in any of the black racial groups of Africa);
- b. Hispanic American (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c. Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture origin, regardless of race);
- d. Asian American (a person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands); and
- e. Native American (a person having origins in any of the original people of North America).

**MWDBE** - Any certified minority, women, and disadvantaged business enterprise.

**Minority, Women, Disadvantaged Business Enterprise (MWDBE)** - A business that is at least fifty-one (51) percent owned and controlled by minority group members or women. An MWDBE is **bona fide** only if the minority group or female ownership interests are real and continuing and not created solely to meet the MWDBE requirement. In addition, the MWDBE must itself perform satisfactory work or services or provide supplies under the contract and not act as a mere conduit. In short, the contractual

relationship must also be **bona fide**.

#### **IV. PROCEDURES FOR CONSTRUCTION CONTRACTS**

##### **A. Purpose and Application**

1. The general purpose of this Program is to help develop and support Minority, Women, and Disadvantaged Business Enterprises (MBE, WBE, and DBE) by providing opportunities for participation in the performance of all construction contracts financed entirely with PWC funds.
2. This Program shall apply to construction contracts when the PWC's estimated contract cost is \$100,000 or more, except when a contract is exempt from competitive bidding under the General Statutes of North Carolina. Contracts between \$30,000 and \$99,999.99 will also be covered by the exemption.
3. Where contracts are financed in whole or in part with federal or state funds, including grants, loans, or other funding sources containing MBE, WBE, DBE Programs, PWC will follow the federal government or the State of North Carolina. PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
4. Since PWC construction contracts are prepared by the Engineering and Facilities Departments, each of these departments shall prepare such documents with Procurement pre-approved templates for the bidding process, which includes the Program goals as required to implement this Program.
  - a. Within sixty (60) days of the Commission's approval of this Program, the departmental procedures and contract provisions shall be in effect for all bid documents issued after the date of Commission approval.

##### **B. MWDBE Aspirational Goals**

1. To implement the purpose of this Program, the goal shall be to award at least fourteen (14) percent of the total of all construction contract award amounts in each fiscal year to MBE firms and at least eleven (11) percent to WBE firms.
2. PWC General Manager/CEO or its designee may determine that higher or lower goals are appropriate on a project-by-project basis, where it can be shown that the type, size, or location of the project will affect the availability of MBE, WBE, or DBE firms, so long as the aggregate of all contracts does not lower the annual goals.

##### **C. Invitation for Bids**

1. Bidders shall submit MWDBE information with their bids. Such information shall be subject to verification by MWDBE Program staff before awarding the contract. The information shall include the names of the MWDBEs to be used and the dollar value of each such MWDBE transaction.

2. Contractors, subcontractors, suppliers, or MWDBE members of a joint venture intended to satisfy the PWC's MBE/WBE/DBE goals shall be certified by the State Department of Transportation (DOT) or North Carolina Office of Historically Underutilized Business (HUB).

#### **D. PWC Responsibilities**

1. **MWDBE Directory** – The MWDBE Program staff will establish and maintain a directory of certified Minority, Women, and Disadvantaged Business Enterprises. The purpose of the directory is to provide a resource for prime bidders on PWC construction projects who intend to solicit bids from MBE and WBE subcontractors and suppliers to meet PWC's MBE and WBE goals. The directory will not constitute a recommendation or endorsement of any listed firm.

The directory will be developed and maintained by the MWDBE Program Staff.

- a. The directory will include:
  - i. Business name, address, telephone number, and email address;
  - ii. Name(s) of business owner(s);
  - iii. Type of license;
  - iv. NAICS;
  - v. Type of MWDBE certification, and;
  - vi. Certification and expiration date with an acceptable agency.
- b. PWC shall advertise on a contract-by-contract basis throughout the year as deemed necessary for MWDBE outreach. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations which might have knowledge of MWDBE firms.
- c. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible contractors through affirmative action efforts and the normal course of business. The names of identified contractors shall be forwarded to the MWDBE Program staff.

2. **MWDBE Eligibility Standards** – The eligibility of a business is determined by the ownership and control of the business.

- a. An eligible Minority Business Enterprise owner is a citizen or lawful permanent resident of the United States, a member of a recognized ethnic or racial group, and fifty-one (51) percent owner of the business.
- b. The eligible ethnic or racial groups are:
  - i. Black/African American
  - ii. Hispanic American
  - iii. Asian American

iv. Native American

- c. An eligible Women Business Enterprise owner is a citizen or lawful resident of the United States and a fifty-one (51) percent owner of the business and is female.

3. **Removal of MWDBE Procedures** - A contractor certified as a MWDBE may be removed from the program directory for, but not limited to, any of the following reasons:

- a. **Change of Status** - PWC General Manager/CEO or its designee may remove a MWDBE if he/she finds that the ownership or control of the business changes so that the business no longer meets the requirements of Section IV, D(2) (b) and (c) above.
- b. **Failure to comply with the MWDBE Program** - The certification of a business as a MWDBE may be removed by PWC General Manager/CEO or its designee if he/she finds any of the following conditions:
- i. That a business has submitted inaccurate, false or incomplete information to PWC;
  - ii. That in performance of a contract, a business has failed to comply with requirements of the contract with PWC;
  - iii. That in performance of a contract, a business has failed to comply with MWDBE requirements of a contract established by a contractor with PWC in response to PWC requirements; or
  - iv. That a business has otherwise failed to comply with the provisions of this MWDBE Program.
- c. **Appeal of Removal** - A business may appeal a determination of a MWDBE by satisfying the eligibility requirements in Section IV, D (2) (b) and (c).
- d. **Pre-bid Meeting or Site Visit** - PWC may hold a pre-bid meeting on formal and informal bid contracts for all prospective bidders, subcontractors, and MWDBEs for the purpose of explaining the provisions of the MWDBE Program, the process for bidding, and the contract to be performed. Available data on MWDBEs interested and/or capable of engaging in the prospective contract shall be made available to prospective bidders, contractors, and subcontractors.

**E. Contractor Good-Faith Efforts**

The contractor (bidder) shall make good-faith efforts to encourage the participation of MWDBEs in projects prior to submission of bids in order to be considered as a responsive bidder. A good-faith effort shall include, at a minimum, specific affirmative action steps and complete documentation thereof. The following list of factors to determine good-faith effort is not exclusive or exhaustive:

1. Whether the bidder attended any pre-submittal or pre-bid meetings, if scheduled

by PWC;

2. Whether the bidder identified and selected specific items of the project for which the contract could be performed by Minority and/or Women Business Enterprises, to provide an opportunity for participation by those enterprises (including, where appropriate, breaking down contracts into economically feasible units to facilitate MWDBE participation);
3. Whether the bidder advertised, a reasonable time before the date the bids are opened, in one or more daily or minority weekly newspapers or trade associations (i.e., N.C. Minority Business Association), trade journals, or other media;
4. Whether the bidder provided email notice of their interest in bidding on the contract to at least three (3) Minority, Women, or Disadvantaged Business Enterprises (for each identified sub-item of the contract) licensed to provide the specific items of the project a reasonable time prior to the opening of bids;
5. Whether the bidder provided interested Minority, Women, and Disadvantaged Business Enterprises with information about the Plan, specifications, and requirements for the selected subcontracting or material supply work;
6. Whether the bidder contacted PWC's MWDBE Program staff for assistance in identifying minority and women businesses certified with approved public agencies as referenced in Section IV, D (2) (b) and (c);
7. Whether the bidder negotiated in good-faith with Minority, Women, or Disadvantaged Business Enterprises and did not unjustifiably reject as unsatisfactory bids prepared by a Minority, Women, or Disadvantaged Business Enterprises, as defined by PWC;
8. Whether the bidder, where applicable, advised and made efforts to assist interested MWDBEs in obtaining bonds, lines of credit, or insurance required by PWC or contractor;
9. Whether the bidder's efforts to obtain MWDBEs participation could reasonably be expected by PWC to produce a level of participation sufficient to meet the goals of PWC.

Bidders are cautioned that even though their submittal indicates they will meet the MWDBE goals, they should document their good- faith efforts and be prepared to submit this information to protect their eligibility for award of the contract in the event PWC questions whether the good-faith requirement has been met.

10. **Performance of MBE/WBE/DBE Subcontractors and Suppliers** - The MWDBEs listed by the contractor on the Program Affidavits, which is determined by PWC to be certified, shall perform the work and supply the materials for which they are listed unless the contractor has received prior written authorization from PWC to perform the work with other forces or to obtain the materials from other sources.

The contractor shall enter into subcontracts and supply copies of all fully executed subcontracts with each MWDBE listed on the Program Affidavits to PWC's MWDBE Program staff after award of the contract and prior to the issuance of a Notice to Proceed. Any amendments to the subcontracts shall be submitted to the MWDBE Program staff within **five (5) days** of execution.

Authorization to utilize other forces or sources of materials shall be requested by submitting a "Change or Add a Subcontractor Form" for the following reasons:

- a. The listed MWDBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the contractor.
- b. The listed MWDBE becomes bankrupt or insolvent.
- c. The listed MWDBE fails or refuses to perform his/her subcontract or furnish the listed materials.
- d. The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

All "Change or Add a Subcontractor Forms" shall be accompanied by good faith efforts documentation as specified on the form.

#### **F. Awarding of Construction Contracts**

1. If a construction contract is to be awarded, it shall be awarded in accordance with North Carolina General Statutes to the lowest responsible bidder who complies with all of the prescribed requirements and either:
  - a. Made a good-faith effort to comply with these goals and requirements before the time bids are opened as described above. Where a good-faith effort is claimed by the apparent lowest responsible bidder, the bidder shall be required to submit documentation **WITHIN TWENTY-FOUR (24) HOURS OF PWC'S NOTIFICATION**, which in most instances will occur the day of bid opening to show that the criteria for good-faith efforts have been met, or
  - b. Once a firm is determined to be an eligible MWDBE, and before the contract is awarded, the total dollar value to be paid to the MWDBE shall be evaluated by the MWDBE Program Staff to ensure that it is in accordance with the bidder's proposal.

If the evaluation shows that the bidder has misrepresented MWDBE participation or has not made a good-faith effort to meet the contract goals for MBE or WBE

participation, the bidder may be disqualified.

#### **G. Counting MWDBE Participation Toward Meeting the Aspirational Goals**

The degree of participation by MWDBE contractors, subcontractors, suppliers, or joint-venture partners in contract awards shall be counted in the following manner:

1. Once a firm is determined to be an eligible MWDBE contractor in accordance with this Program, the total dollar value of the contract awarded to the MWDBE is counted as participation.
2. The goals can be met by any certified MWDBE contractor, subcontractor, supplier, trucker, or joint-venture partner as listed in PWC and agency directory. All MWDBEs used to meet the goal must be certified by an approved agency and verified by PWC at the time of bid opening. Only certified firms can be counted toward the goal. The standard for certification is set forth in this Program.
3. The total dollar value of a contract with a disadvantaged business owned and controlled by a minority woman is counted toward either the minority goal or the goal for women, but not toward both. The contractor or MWDBE Program staff may choose the goal to which the value is applied.
4. In the case of a joint venture, the joint venture recipient or contractor may count toward its MWDBE goals a portion of the total dollar value of the contract that the MWDBE partner's participation in the joint-venture represents. Credit will be given equal to the minority partner's percentage of ownership in the joint venture. A MWDBE joint-venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control.
5. A recipient or contractor may count toward its MWDBE goals only expenditures to MWDBEs whose ownership interests are real and continuing and not created solely to meet PWC's goals for participation, and that perform a commercially useful function in the work of a contract. A MWDBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a MWDBE is performing a commercially useful function, the MWDBE Program staff shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. Consistent with normal industry practices, an MWDBE may enter into subcontracts. If a MWDBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MWDBE shall be presumed not to be performing a commercially useful function. Evidence to rebut this presumption may be presented to the MWDBE Program staff. The MWDBE may present evidence to rebut this presumption. The MWDBE Program staff decision on the rebuttal of this presumption is subject to review by PWC General Manager/CEO or its designee. Once a contractor is determined to be an eligible MWDBE in accordance with this section, the total dollar value of the contract awarded to MWDBE is counted toward the applicable MWDBE goals, except as provided in

the provisions of this section.

6. A contractor may count toward its MWDBE goals expenditures for materials and supplies obtained from MWDBE suppliers and manufacturers, provided that the MWDBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

#### **H. Documentation of Attainment of MWDBE Participation Requirements**

In order that PWC General Manager/CEO or its designee may make a recommendation to PWC as to the responsiveness of bidders, bidders shall be required to submit the following information on each MWDBE-related subcontract:

1. A description of the subcontract and purchase(s) of significant equipment and supplies to be used to perform the subcontract or prime contract, including the name and address of each MWDBE firm selected, and the name and telephone number of a contact person;
2. The dollar amount of participation of each MWDBE;
3. A statement of intent from the MWDBE subcontractor or material supplier as;
  - a. Identified in Section IV, H(1) above that they intend to contract or supply the materials, or
  - b. Sworn statements, with appropriate documentation, showing that the contractor made a good-faith effort to comply with the MWDBE Program in accordance with Section IV, E of this Program.

### **V. PROCEDURES FOR ARCHITECTURE & ENGINEERING (A&E) CONTRACTS**

#### **A. Purpose and Application**

1. The general purpose (goal) of this Program is to help develop and support MWDBEs by providing opportunities for participation in the performance of PWC's A&E contracts financed entirely with PWC funds.
2. This Program applies to all A&E contracts except contracts in those unique circumstances where written exemption of particular contracts is determined as an exception, and less than fifty thousand dollars (\$50,000.00) by PWC General Manager/CEO. PWC General Manager/CEO or its designee will be responsible for administering and monitoring the Program to ensure that appropriate action(s) are taken in efforts of achieving the goals.
3. Where contracts are funded in whole or in part with federal or state funds and the grants, loans, or other funding sources containing MWDBE Program requirements, PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.



4. Since PWC Request for Qualifications (RFQ) are prepared by the Engineering and Facilities Departments, each of these departments shall prepare such documents with Procurement pre-approved templates for the qualification-based selection process, which includes the Program goals as required to implement this Program.

## **B. MWDBE Aspirational Goals**

1. To implement this Program, the goal shall be to award six percent (6%) of the total A&E contract dollars awarded in each fiscal year to MBE firms and five percent (5%) to WBE firms. The goals will become effective on the date that PWC approves the Program and continue for a period of five (5) years.

## **C. Request for Qualifications**

1. It is not required that contracts under \$50,000 meet the contract goal. When possible, at least twenty-five (25) percent of the firms notified of the contract opportunity shall be MWDBE. A list of available firms will be provided by the MWDBE Program staff to the Procurement Advisor and Department. The MWDBE Program staff shall track and report the firms that are notified and that provide submittals.

## **D. PWC Responsibilities**

### **1. Identification of MWDBE Firms**

- a. The MWDBE Program staff will establish and maintain a directory of certified Minority, Women, and Disadvantaged Business Enterprises. The purpose of the directory is to provide a resource on PWC A&E projects. The directory will not constitute a recommendation or endorsement of any listed firm. The directory will be developed and maintained by the MWDBE Program Staff.
- b. The directory will include:
  - i. Business name, address, telephone number, and email address;
  - ii. Name(s) of business owner(s);
  - iii. Type of license;
  - iv. NAICS;
  - v. Type of MWDBE certification, and;
  - vi. Certification and expiration date with an acceptable agency.
- c. PWC shall advertise on a contract-by-contract basis throughout the year as deemed necessary for MWDBE outreach. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations which might have knowledge of MWDBE firms.

- d. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible firms through affirmative action efforts and the normal course of business. The names of identified firms shall be forwarded to the MWDBE Program staff.

#### **E. Meeting MWDBE Aspirational Goals**

1. Goals must be met by awarding contracts to certified MWDBE firms. The MWDBE must be certified at the time of the contract award. MWDBE firms not certified at the time of the contract award will not be counted towards MWDBE goals. MWDBE goals may be met by a certified joint venture or partnership. In the case of joint ventures or partnerships, MWDBE participation counted toward the goal will be equal to the percentage of the total dollar value of the contract that the MWDBE partner is responsible for performing.

#### **F. Counting MWDBE Participation**

1. The total dollar value of a contract with a disadvantaged business owned and controlled by a minority woman is counted toward either the minority goal or the goal for women, but not toward both. The contractor or MWDBE Program staff may choose the goal to which the value is applied.
2. If a determination is made by the MWDBE Program staff that the goals have not been met, the prime service provider will be required to submit a good-faith effort statement prior to PWC awarding the contract.

#### **G. Provider Good-Faith Efforts**

The following is a list of the efforts that should be made by the prime A&E firm to encourage MWDBE participation. In order to receive credit for having made "good faith efforts", the prime A&E firm should document all actions taken to include the following:

1. Attending pre-bid meetings scheduled by the department;
2. Identifying selected specific items of the project which could be executed by a MWDBE;
3. Soliciting MWDBE A&E firm participation in a reasonable time before the solicitations are due through advertisements in circulation media, trade publications, and minority-focused media;
4. Contacting local firms, firms owned by minorities or women, and associations or business development centers which disseminate information to local businesses and businesses owned by minorities or women in a timely manner to allow sufficient time for MWDBEs to respond;
5. Following up on initial solicitations of interest by contacting the MWDBE to determine whether the MWDBE was interested in performing specific items of the

project;

6. Attempting to enter into joint venture or partnership arrangements with MWDBEs and provide interested MWDBEs with information about the requirements for the project;
7. Providing assistance to MWDBEs in the review of qualification submittal and work to be done by sub-A&E firms;
8. Using available directories of certified MWDBEs and other available resources;
9. Ensuring that the firm negotiated in good faith with the MWDBE and did not unjustifiably reject as unsatisfactory qualifications prepared by any Minority, Women, or Disadvantaged Business Enterprise;
10. Making every effort to obtain Minority, Women, or Disadvantaged Business Enterprise participation that could reasonably be expected to produce a level of participation sufficient to meet the goals of PWC; and
11. Providing interested minority, women, and disadvantaged businesses with information relative to project requirements.

#### **H. Documenting Good-Faith Efforts**

If the prime A&E firm does not meet the goals for MWDBE participation at the time of qualification submittal, then the following documents indicating "good-faith efforts" should be submitted as a minimum:

1. A report of all proposals received by the prime service provider from MWDBE sub-A&E firms must indicate the action taken by the prime A&E firm in response to the qualification submittal. In cases where proposals have been rejected, the reason for rejection must be indicated.
2. Documentation of efforts to enter into agreements with MWDBEs for sub-A&E work or arrangements for joint ventures, partnerships, or other multi-entity relationships. Also included should be a statement of why agreements or arrangements were not made.
3. Proof of contact with MWDBEs and associations or business development centers that disseminate information to MWDBEs.
4. A copy of emails or notices sent to groups in Section VI, J(3) above notifying them of the firm's intent to submit a qualification submittal to PWC. The emails or notices should indicate the areas of work available for sub-A&E firms.
5. Description of assistance provided to MWDBEs in review of the qualification submittal and work to be done by sub-A&E firms.
6. Description of the use made by firms of available resources such as directories of MWDBEs.

7. Documentation of advertisements sent to general circulation media, trade publications, and minority-focused media.
8. Proof of attendance at any pre-bid meeting.

If the prime A&E firm fails to meet the MWDBE goals with its proposed project team and cannot provide documentation of "good-faith efforts", these failures will be noted to the involved department by the MWDBE Program Staff, and the firm may be disqualified.

## **VI. PROCEDURES FOR PURCHASE CONTRACTS**

### **A. Purpose and Application**

1. The general purpose of this Program is to help develop and support Minority, Women, and Disadvantaged Business Enterprises (MBE, WBE, and DBE) by providing opportunities for participation in purchase contracts financed entirely with PWC funds.
2. This Program shall apply to purchase contracts over \$30,000 for apparatus, materials, supplies and purchase contracts for goods where the patent-holder is not the sole supplier. PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
3. Where contracts are funded in whole or in part with federal or state funds and the grants, loans, or other funding sources containing MWDBE Program requirements, PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
4. Since PWC purchase contracts are prepared by various departments, each of these departments shall prepare such documents with Procurement pre-approved templates for the quote or bid process, which includes the goals as required to implement this Program. PWC Departments shall document and provide to the MWDBE Program staff a list of all providers notified and responses received for informal purchases.

### **B. MWDBE Aspirational Goals**

1. To implement the purpose of this Program, the goal shall be to award at least four (4) percent of the total of all purchase contract award amounts in each fiscal year to MBEs and at least four (4) percent to WBE firms. It is further the intent of PWC to encourage, to the extent allowed the use of local vendors (defined as located within Cumberland, Hoke, or Harnett County) whenever doing so is consistent with the requirements under G.S. 143-129.

### **C. Request for Quotes or Invitation for Bids**

1. The various departments soliciting goods will be responsible for contacting from the directory at least one MBE and one WBE for a price quotation of \$30,000 or more on each purchase contract with MWDBE availability.

2. A list of available MWDBEs will be provided by the MWDBE Program staff to the Procurement Advisor and Department. The MWDBE Program staff shall track and report the MWDBEs that are notified and that provide submittals.

#### **D. PWC Responsibilities**

##### **1. Identification of MWDBEs**

- a. The MWDBE Program staff will establish and maintain a directory of certified Minority, Women, and Disadvantaged Business Enterprises. The purpose of the directory is to provide a resource for on PWC purchase contracts. The directory will not constitute a recommendation or endorsement of any listed supplier. The directory will be developed and maintained by the MWDBE Program Staff.
- b. The directory will include:
  - i. Business name, address, telephone number, and email address;
  - ii. Name(s) of business owner(s);
  - iii. NAICS;
  - iv. Type of MWDBE certification, and;
  - v. Certification and expiration date with an acceptable agency.
- c. PWC shall advertise on a contract-by-contract basis throughout the year as deemed necessary for MWDBE outreach. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations which might have knowledge of MWDBE suppliers.
- d. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible suppliers through affirmative action efforts and the normal course of business. The names of identified suppliers shall be forwarded to the MWDBE Program staff.

##### **2. MWDBE Eligibility Standards – The eligibility of a business is determined by the ownership and control of the business.**

- a. An eligible Minority Business Enterprise owner is a citizen or lawful permanent resident of the United States, a member of a recognized ethnic or racial group, and fifty-one (51) percent owner of the business.
- b. The eligible ethnic or racial groups are:
  - i. Black/African American
  - ii. Hispanic American
  - iii. Asian American
  - iv. Native American

- c. An eligible Women Business Enterprise owner is a citizen or lawful resident of the United States and a fifty-one (51) percent owner of the business and is female.
- 3. **Removal of MWDBE Procedures** - A supplier certified as a MWDBE may be removed from the program directory for, but not limited to, any of the following reasons:
  - a. **Change of Status** - PWC General Manager/CEO or its designee may remove a MWDBE if he/she finds that the ownership or control of the business changes so that the business no longer meets the requirements of Section IV, D(2) (b) and (c) above.
  - b. **Failure to comply with the MWDBE Program** - The certification of a business as a MWDBE may be removed by PWC General Manager/CEO or its designee if he/she finds any of the following conditions:
    - i. That a business has submitted inaccurate, false or incomplete information to PWC;
    - ii. That in performance of a contract, a business has failed to comply with requirements of the contract with PWC;
    - iii. That in performance of a contract, a business has failed to comply with MWDBE requirements of a contract established by a contractor with PWC in response to PWC requirements; or
    - iv. That a business has otherwise failed to comply with the provisions of this MWDBE Program.
  - c. **Appeal of Removal** - A business may appeal a determination of a MWDBE by satisfying the eligibility requirements in Section IV, D (2) (b) and (c).
  - d. **Pre-bid Meeting or Site Visit** - PWC may hold a pre-bid meeting on formal and informal bid contracts for all prospective bidders, subcontractors, and MWDBEs for the purpose of explaining the provisions of the MWDBE Program, the process for bidding, and the contract to be performed. Available data on MWDBEs interested and/or capable of engaging in the prospective contract shall be made available to prospective bidders, contractors, and subcontractors.

#### **E. Award of Purchase Contracts**

- 1. If a purchase contract is to be awarded, it shall be awarded in accordance with North Carolina General Statutes and/or other applicable PWC, Commission, and State regulations.

### **VII. PROCEDURES FOR PROFESSIONAL, GENERAL (OTHER) SERVICE CONTRACTS**

## **A. Purpose and Application**

1. The general purpose (goal) of this Program is to help develop and support MWDBEs by providing opportunities for participation in the performance of PWC's professional service contracts and general (other) service contracts (hereinafter referred to as service contracts).
2. This Program applies to all service contracts except contracts under \$30,000, and in those unique circumstances where PWC General Manager/CEO or its designee determines that an exception is necessary.
3. Where contracts are funded in whole or in part with federal or state funds and the grants, loans, or other funding sources containing MWDBE Program requirements, PWC General Manager/CEO or its designee will be responsible for monitoring the Program to ensure the goals are met.
4. PWC General Manager/CEO or its designee will be responsible for administering and monitoring the Program to ensure that appropriate action(s) are taken in efforts of achieving the goals.

## **B. MWDBE Aspirational Goals**

1. To implement this Program, the goal shall be to award nine percent (9%) of the total service contract dollars awarded in each fiscal year to MBE firms and four percent (4%) to WBE firms. The goals will become effective on the date that PWC approves the Program and continue for a period of five (5) years.

## **C. PWC's Responsibilities**

### **1. Identification of MWDBE Firms**

- a. The MWDBE Program staff shall establish and maintain a directory of certified MWDBE service providers that shall be made available to all departments to assist them in identifying appropriate MWDBE service providers that can be used to meet PWC's MWDBE goals. The directory shall include the businesses which provide the services routinely procured by PWC and the NAICS which the businesses are capable of providing. The directory will not constitute a recommendation or endorsement of any listed business. The directory will include:
  - i. Business name, address, and telephone number;
  - ii. Name(s) of business owner(s);
  - iii. NAICS of services available;
  - iv. Type of MWDBE certification, and;
  - v. Certification and expiration date with an acceptable agency.
- b. PWC shall provide a list of opportunities at least 30 days prior to each fiscal year (July) for MWDBE service providers. Advertisements shall

be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations that might have knowledge of MWDBE firms. Interested MWDBEs shall provide a letter of interest within **14 calendar days** of the advertisement.

- c. For opportunities that arise throughout the fiscal year, PWC shall provide an Advertisement for opportunity to but not limited to MWDBE service providers within the MWDBE directory and identified MWDBEs from the Disparity Study. Advertisements shall be placed with minority/women-focused publications (state and local). Notification will also be sent to community organizations that might have knowledge of MWDBE firms. Interested MWDBEs shall provide a letter of interest within **7 calendar days**.
- d. The department heads and MWDBE Program staff should attend local and regional business fairs to promote the MWDBE Program. The departments shall also identify potentially eligible service providers through affirmative action efforts and the normal course of business. The names of identified businesses shall be forwarded to the MWDBE Program staff.

#### **D. Request for Proposals**

- 1. MWDBE contract goals shall be set for service contracts over \$30,000.00. The request for proposals shall state the contract goals of four (4) percent for both MWDBE Professional and General Service contractors.
- 2. Contracts under \$30,000 and contracts without letters of interest are not required to meet the contract goal.
- 3. A list of available service providers will be provided by the MWDBE Program staff to the Procurement Advisor(s) and department(s). The MWDBE Program staff shall track and report the service providers that are notified and that provide proposals.

#### **E. Meeting MWDBE Aspirational Goals**

- 1. Goals must be met by awarding contracts to certified MWDBE service providers. The MWDBE must be certified at the time of the contract award. MWDBE service providers not certified at the time of the contract award will not be counted towards MWDBE goals. MWDBE goals may be met by a certified joint venture or partnership. In the case of joint ventures or partnerships, MWDBE participation counted toward the goal will be equal to the percentage of the total dollar value of the contract that the MWDBE partner is responsible for performing.

#### **F. Counting MWDBE Participation**

- 1. The total dollar value of a contract with a disadvantaged business owned and controlled by a minority woman is counted toward either the minority goal or the goal for women, but not toward both. The contractor or MWDBE Program staff



may choose the goal to which the value is applied.

2. If a determination is made by the MWDBE Program staff that the goals have not been met, the prime service provider will be required to submit a good-faith effort statement prior to PWC awarding the contract.

#### **G. Provider Good-Faith Efforts**

The following is a list of the efforts that should be made by the prime service provider to encourage MWDBE participation. In order to receive credit for having made "good faith efforts", the prime service provider should document all actions taken to include the following:

1. Attending pre-bid meetings scheduled by the department;
2. Identifying selected specific items of the project which could be executed by a MWDBE;
3. Soliciting MWDBE service provider participation in a reasonable time before the proposals are due through advertisements in circulation media, trade publications, and minority-focused media;
4. Contacting local firms, firms owned by minorities or women, and associations or business development centers which disseminate information to local businesses and businesses owned by minorities or women in a timely manner to allow sufficient time for MWDBEs to respond;
5. Following up on initial solicitations of interest by contacting the MWDBE to determine whether the MWDBE was interested in performing specific items of the project;
6. Attempting to enter into joint venture or partnership arrangements with MWDBEs and provide interested MWDBEs with information about the requirements for the project;
7. Providing assistance to MWDBEs in the review of proposals and work to be done by sub-service providers;
8. Using available directories of certified MWDBEs and other available resources;
9. Ensuring that the proposer negotiated in good faith with the MWDBE and did not unjustifiably reject as unsatisfactory quotes prepared by any Minority, Women, or Disadvantaged Business Enterprise;
10. Making every effort to obtain Minority, Women, or Disadvantaged Business Enterprise participation that could reasonably be expected to produce a level of participation sufficient to meet the goals of PWC; and
11. Providing interested minority, women, and disadvantaged businesses with information relative to project requirements.

## **I. Documenting Good-Faith Efforts**

If the prime service provider does not meet the goals for MWDBE participation at the time the proposals are due, then the following documents indicating "good-faith efforts" should be submitted as a minimum:

1. A report of all proposals received by the prime service provider from MWDBE sub-providers must indicate the action taken by the prime service provider in response to the proposal. In cases where proposals have been rejected, the reason for rejection must be indicated.
2. Documentation of efforts to enter into agreements with MWDBEs for sub-provider work or arrangements for joint ventures, partnerships, or other multi-entity relationships. Also included should be a statement of why agreements or arrangements were not made.
3. Proof of contact with MWDBEs and associations or business development centers that disseminate information to MWDBEs.
4. A copy of emails or notices sent to groups in Section VI, J(3) above notifying them of the firm's intent to submit a qualification submittal to PWC. The emails or notices should indicate the areas of work available for sub-providers.
5. Description of assistance provided to MWDBEs in review of the qualification submittal and work to be done by the sub-provider.
6. Description on use made by firms of available resources such as directories of MWDBEs.
7. Documentation of advertisements sent to general circulation media, trade publications, and minority-focused media.
8. Proof of attendance at any pre-bid meeting.

If the prime service provider fails to meet the MWDBE goals with its proposed project team and cannot provide documentation of "good-faith efforts", these failures will be noted to the involved department by the MWDBE Program Staff, and the service provider may be disqualified.

## **VIII. UTILIZATION OF JOINT VENTURE**

PWC is committed to promoting the utilization of joint venturing amongst business enterprises and to support, encourage, and offer procurement opportunities to support utilization when available so that business enterprises can meet capacity development.

The purpose of Joint Venturing is to connect high potential MWDBEs with a Prime Contractor that will supplement their growth and development. Joint Venturing is seen as an important approach to help MWDBEs compete for larger contracts. PWC conducts many outreach events to connect certified MWDBEs with PWC decision makers and prime contractors. PWC shall provide targeted outreach, training, and technical support

to MWDBEs and urge Prime contractors to provide an equivalent level of outreach and support when joint venturing is available. PWC's mission is to provide an innovative program to the industry that focuses on the accelerated growth of diverse partnerships.

## **IX. MWDBE REPORTING PROCEDURE**

1. The MWDBE Program staff shall submit quarterly progress reports to PWC Departments. The quarterly progress reports shall be prepared by the MWDBE Program staff from information (i.e. pay applications, MWDBE forms, and requisition checklist form) submitted by each department involved in procurement within thirty (30) days following the period (each quarter). Progress reports shall indicate the type of procurement contract (i.e., construction, A&E, purchase, professional services, or general services) and shall include the following:
  - vi. Number and dollar value of total procurement contracts;
  - vii. Number and dollar value of all procurement contracts awarded to MWDBEs by the department;
  - viii. Where goals are not met, the progress report shall specify the reasons and include recommendations for increasing participation.
2. PWC General Manager/CEO or its designee shall submit an annual report to Commission. The report shall include the total number of procurement contracts by departments and the dollar value of all contracts with MWDBE participation. The level of MWDBE participation shall be reported annually.

**FAYETTEVILLE PUBLIC WORKS COMMISSION'S  
MWDBE COMPLIANCE PROVISIONS**

**APPLICATION:**

The requirements of Fayetteville Public Works Commission (PWC) Minority, Women, and Disadvantaged Business Enterprise (MWDBE) Program for participation specific contracts are hereby made part of the Contract Documents. Copies of the Program may be obtained from:

Fayetteville Public Works Commission  
Economic Inclusion Programs  
P.O. Box 1089  
Fayetteville, North Carolina 28302  
Phone (910) 223-4016 Fax (910) 483-1429  
E-mail: [EIProgram@faypwc.com](mailto:EIProgram@faypwc.com)

NCDOT DBE Directory: [www.ebs.nc.gov/VendorDirectory](http://www.ebs.nc.gov/VendorDirectory)

HUB Directory: <https://ncadmin.nc.gov/businesses/hub>

**MWDBE Compliance Requirements:**

1. The Bidder shall provide, with their Bid Form, at the time bids are due, the documents set forth below, properly executed. Returning executed copies indicates and establishes that the Bidder understands and agrees to any incorporated MWDBE contract provisions.
2. All Bidders must provide with their Bid Form, at the time bids are due, a properly completed and executed copy of **either:**
  - Affidavit A – Listing of Good-Faith Efforts **OR**
  - \*Affidavit B – Intent to Self-Perform with Own Workforce.

\*Affidavit B should **only** be used if the Contractor will perform **ALL Elements** of the Work on this project with their own forces **AND** will complete **ALL Elements** of this project **WITHOUT** the use of subcontractors, material suppliers, or providers of professional services.
3. Upon being identified as the apparent lowest responsive, responsible Bidder, a Bidder shall, within twenty-four (24) hours of PWC's notification provide a properly completed and executed copy of **either:**
  - Affidavit C – Percentage of MWDBE Participation **OR**
  - Affidavit D – Good-Faith Efforts.
4. All Bidders must provide with their Bid Form, at the time bids are due, a properly completed and executed copy of Affidavit E- Identification of MWDBE/Local Participation Form

All written statements, certifications, or intentions made by the Bidder shall become a part of the agreement between the Contractor and Fayetteville Public Works Commission for performance of this contract.

### **SUBCONTRACTOR PAYMENT REQUIREMENTS:**

North Carolina General Statutes 143-134.1 (N.C.G.S.) states that the percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the Fayetteville Public Works Commission to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions of the contract.

The Contractor shall provide an itemized statement of payments to each MWDBE subcontractor before final payment is processed.

The Contractor shall provide an itemized statement of payments to each NON-MWDBE subcontractor before final payment is processed.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Affidavit A: Listing of the Good Faith Efforts

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

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

Total Available GFE Points: <b>155</b>		Minimum Number GFE Points <b>Required: 50</b>
Points		
10	Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.	
10	Making 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 bid or proposals are due.	
15	Breaking down or combining elements of work into economically feasible units to facilitate minority participation.	
10	Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.	
10	Attending any pre-bid meetings scheduled by the public owner.	
20	Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.	
15	Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.	
25	Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.	
20	Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.	
20	Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.	
Total GFE Points (Claimed by Bidder):		Total GFE Points (Assessed by PWC):

In accordance with NCGS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by any applicable statutory provision may constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the MWDBE business commitment and is authorized to bind the Bidder to the commitment herein set forth.

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



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

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

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

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

## Affidavit B: Intent to Perform Contract with Own Workforce

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

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

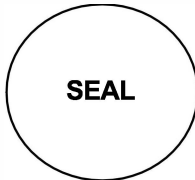
\_\_\_\_\_  
(Name of Project)

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 workforces; and will complete all elements of this project **without** the use of subcontractors, material suppliers, or providers of professional services.

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

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

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



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

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

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

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

### Affidavit C: Percentage of MWDBE Participation

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

I hereby certify that on contract: \_\_\_\_\_  
(Name of Project)

\$ \_\_\_\_\_  
(Dollar Amount of Total Bid)

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with Minority, Women, and Disadvantaged Business Enterprises (MWDBE). MWDBEs will be employed as subcontractors, vendors, or providers of professional services. Such work will be subcontracted to the following firms listed below.

<u>Name, Address, &amp; Phone No.</u>	<u>EIN</u>	<u>*MWDBE Category</u>	<u>NAICS</u>	<u>Dollar Value</u>	<u>% of Contract</u>

\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)



Pursuant to NCGS 143-128.2(d), the undersigned will enter into a formal agreement with MWDBEs 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: \_\_\_\_\_



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

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

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

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

### Affidavit D: Good Faith Efforts

If Owner determines using reasonable discretion that Affidavit C is insufficient, Bidder agrees to provide the following information regarding any good-faith efforts.

<u>Name, Address, &amp; Phone</u> <u>No.</u>	<u>EIN</u>	<u>*MWDBE</u> <u>Category</u>	<u>NAICS</u>	<u>Dollar Value</u>

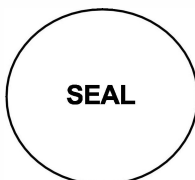
\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Bidder may be requested to provide documentation of the Bidder's good-faith efforts. Examples of documentation may include the following:

- Copies of solicitations for quotes to MWDBEs. Each solicitation may include a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a MWDBE is not considered the lowest responsible sub- bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to MWDBE, community or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster.
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWDBEs.
- Letter detailing reasons for rejection of a MWDBE due to lack of qualification.
- Letter documenting proposed assistance offered to MWDBEs 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.

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



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

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

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

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

## Affidavit E: Identification of MWDBE/Local Participation

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

I hereby certify that on contract: \_\_\_\_\_  
(Name of Project)

We will use the following Minority, Women, and Disadvantaged Business Enterprises (MWDBE), and Local (Cumberland, Hoke, Harnett County) as construction subcontractors, vendors, suppliers, or providers of professional services.

<u>Name, Address, &amp; Phone</u> <u>No.</u>	<u>EIN</u>	<u>*MWDBE Category /</u> <u>**Local</u>	<u>NAICS</u>	<u>Dollar Value</u>

\*MWDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian- Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

\*\*Local: Fayetteville Metropolitan Statistical Area (MSA) comprising of Cumberland County, Hoke County, and Harnett County. PWC is requesting this information for reporting purposes only, and use of local entities will not be considered for compliance with the requirements of the MWDBE Program.

The total value of MWDBE/local business contracting will be \$ \_\_\_\_\_

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



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

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

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

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

**FAYETTEVILLE PUBLIC WORKS COMMISSION  
MWDBE ADD / CHANGE FORM**

If a MWDBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the good faith efforts set forth in the MWDBE Program if soliciting a replacement or additional subcontractor.

**For MWDBE Change Request, please provide all information below:**

Prime Contractor: \_\_\_\_\_

Subcontracted Work: \_\_\_\_\_

Previous Subcontractor: \_\_\_\_\_

Reason this for change request:

\_\_\_\_\_

New Subcontractor: \_\_\_\_\_

EIN: \_\_\_\_\_

MWDBE Category: \_\_\_\_\_

**To Add MWDBE Subcontractor/Subcontracted work:**

If this is a new trade being subcontracted or a subcontractor that was not documented in the original Project Bid Information submittal, then good faith efforts to solicit a MWDBE must be documented, as the original MWDBE instructions indicate. Please provide all good faith efforts below showing all the MWDBE firms contacted to perform this work along with any additional good faith efforts or evidence that there are not reasonably available firms in the work area. PWC's MWDBE Program requires that good faith efforts are to be carried out to the fullest extent practicable. If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

Name, Address, & Contact Information	EIN	MBE or WBE and Certifying agency	How was this firm contacted (email, letter, or Phone) and what was the result of the solicitation? *

\*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls

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



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

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

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

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

Last Revised September 24, 2024

**SMALL LOCAL SUPPLIER / MWDBE SUBCONTRACTOR  
DISCLOSURE FORM**

Contractor: \_\_\_\_\_  
Address & Phone: \_\_\_\_\_  
Project: \_\_\_\_\_  
Name: \_\_\_\_\_  
Pay Application # \_\_\_\_\_

Please complete the below form by providing the necessary information for the payments made to each subcontractor, vendor, or supplier for the work associated with the identified pay application. This form must be fully completed and attached to each pay application.

Firm Name, Address, and Contact Information	Payment Amount	Type of Work/Commodity (Include NAICS Code)

\_\_\_\_\_  
Signature

\_\_\_\_\_, \_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Date

## **SECTION B - CONTRACT EXECUTION DOCUMENTS**

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## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated \_\_\_\_\_ and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**OWNER: FAYETTEVILLE PUBLIC WORKS COMMISSION  
FAYETTEVILLE, NC**

**BY:** Candice Kirtz  
**TITLE:** Director of Supply Chain



**ACCEPTANCE OF AWARD**

**ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

(CONTRACTOR)

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

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

- END OF SECTION -

State of North Carolina  
Cumberland County

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement" or "Contract") is made by and between the Fayetteville Public Works Commission ("PWC"), a North Carolina public authority, and [REDACTED] [PER THE CHARTER (SEE SEC 6A.20), THE CONSTRUCTION CONTRACT, IF MORE THAN \$500K, MUST BE BETWEEN THE CITY (BY AND THROUGH PWC) AND THE CONTRACTOR], ("Contractor"), a [REDACTED] (each of PWC and Contractor is a "Party" and both are collectively the "Parties") as of the date of execution last written below (the "Effective Date"). The Parties agree as follows:

1. The Construction Project. Contractor shall furnish and bear solely the entire cost of all labor and materials necessary for the construction and/or renovation of the Project (defined hereinbelow) as specified in the Contract Documents (defined hereinbelow) and complete all Work on the Project in a Workmanlike manner in strict accordance with the Contract Documents, schedule delivery of the new materials, furnish and bear solely the entire cost of all supervision, contract administration, equipment, tools, and other means necessary to complete the Project, perform every obligation imposed by the Contract Documents, and be solely responsible for the clean-up and disposal of all materials and debris relating to or arising from the construction and renovation, subject to any exceptions that are specifically set forth in the Contract Documents. Except as otherwise specifically provided in the Contract Documents, Contractor is solely responsible for all construction means, methods, techniques, sequences, procedures, safety precautions or programs, supervising, coordinating, and performing all the Work necessary to complete the Project; provided, however, PWC shall have the right, without incurring any liability to the Contractor, to suspend Contractor's performance when a PWC employee, in his or her opinion, observes a safety violation involving a threat to life or imminent danger of bodily injury, and the suspension shall remain in effect until Contractor remedies the safety violation.

2. Terms. Capitalized terms used in this Agreement have the meaning specified below:

"Business Day" means each calendar day that is not a Saturday, Sunday, holiday observed by the federal government for its employees, or holiday observed by the State of North Carolina for its employees.

"Completion of the Project" means: (i) the Project is completed in accordance with this Agreement, except for punch list items; (ii) PWC has received any required temporary or final certificate of occupancy from the governmental agency with jurisdiction over the Project; and (iii) the registered architects or engineers (the "Designer(s)") who designed portions or components of the Project have issued certificates of Completion of the Project as to those portions or components.

"Contract Documents" means the following documents that were either made available to Contractor by PWC during the bid solicitation process (including Drawings) or executed by the Parties or both, which are all incorporated by reference herein:

- a. This Agreement
- b. General Conditions
- c. Bid Submittal Documents
- d. Contractor's Submitted Bid
- e. Bid Bond
- f. [Form of Exceptions]
- g. Notice of Award
- h. Acceptance of Award
- i. Performance Bond
- j. Payment Bond
- k. Copy of General Contractor's License
- l. Power of Attorney
- m. Certificate of Insurance
- n. Section C – Administrative Provisions
- o. Section D - Technical Specifications
- p. [Additional Specifications]
- q. [Appendices]

The following documents may be delivered or issued on or after the Effective Date of the Agreement and may not be attached to this Agreement, but are considered Contract Documents when executed by the Parties:

- r. Notice to Proceed and Acceptance of Notice
- s. Work Change Directive(s)
- t. Change Order(s)
- u. Field Order(s)

There are no Contract Documents other than those identified in this Agreement. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement in a writing signed by the Parties.

"Fault" means a breach of contract by Contractor, negligent, reckless, or intentional act(s) or omission(s) constituting a tort under applicable statutes or common law by one or more Responsible Persons, or violation(s) of applicable statute(s) or regulation(s) by a Responsible Person.

"Project" means \_\_\_\_\_, as more specifically set forth in the Contract Documents.

"Responsible Person" means the Contractor and each of its employees, agents, representatives, subcontractors, or other persons and entities for which Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

The terms used in this Agreement shall have the meaning as stated herein and in the General Conditions. In the event of a conflict between the terms of this Agreement and any other component(s) of the Contract Documents, the terms of this Agreement shall govern.

3. Contract Price. PWC shall pay Contractor for Completion of the Project in accordance with the Contract Documents the amount identified in the accepted Bid Form of Contractor, being in the total amount of \$ [REDACTED] (the "Price"). Contractor understands and acknowledges that the Price is derived from a specific appropriation of funds provided for the Project. Contractor agrees and acknowledges the Price is equal to the aggregate cost of all Work to be done on the Project, including all labor, materials, equipment, apparatus, and supplies, set in accordance with the amount specified on the Bid Form submitted by Contractor and accepted by PWC.

4. Contract Times. The Parties shall perform their obligations under this Agreement in compliance with all scheduling deadlines set forth in the Contract Documents. The Contractor shall commence the Work to be performed under this Agreement on a date to be specified in accordance with the Notice to Proceed issued by PWC. Contractor shall achieve Completion of the Project no later than 360 consecutive calendar days from said date plus any modifications thereof allowed in accordance with the Contract Documents (the "Completion Date").

5. Payment. PWC shall pay Contractor in installment payments plus a final payment, as set forth in the Contract Documents. For each applicable installment payment, Contractor shall submit an application for payment in accordance with the Contract Documents. An application for payment will be processed by PWC as provided in the Contract Documents. Such installment payments shall reflect the actual Cost of the Work, not to exceed in total the Price, and the allocable portion of the total Price for said installment. PWC shall make payment to the Contractor, less any applicable retainage set forth in the Contract Documents; provided, however, that PWC may withhold all or a portion of a payment on account of (1) incomplete Work, (2) defective or nonconforming Work, (3) claims filed or a reasonable basis to believe that such claims will be filed imminently, (4) failure of the Contractor to make payments properly for labor, services, materials, equipment or subcontracts, (5) damages caused to PWC or another party by one or more Responsible Persons, or (6) failure to comply with the terms and conditions of this Agreement. In the final payment, PWC shall pay the balance of the Price, including all retained amounts, less any Liquidated Damages and other applicable damage and claim amounts, to Contractor within forty-five (45) days of Completion of the Project; provided, however, that PWC may withhold a reasonable sum from the final payment to ensure correction of any final items or condition on the Project.

6. Retainage. Subject to any restrictions applicable to any federal grant funds that may be utilized for the Project, PWC may, in its discretion, retain up to five percent (5%) of any periodic payment due Contractor; provided, however, when the Project is fifty percent (50%) complete, PWC, with written consent of the surety, shall not retain any further retainage from periodic payments due Contractor if Contractor continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by PWC or the Designer has been corrected by Contractor and accepted by PWC or the Designer, and provided further that full payment, less authorized deductions, shall also be made for those line item trades that have reached one hundred percent (100%) completion of their contract obligations by or before the Project is fifty percent (50%) complete if Contractor has performed satisfactorily in accordance with G.S. 143-134.1(b2), contingent upon PWC's receipt of an approval or certification from the Designer that the Work performed by the subcontractor is acceptable and in accordance with the Contract Documents. If PWC determines Contractor's performance is unsatisfactory, PWC may, in its discretion, reinstate retainage for each subsequent periodic application for payment as authorized in this Section up to the maximum amount of five percent (5%). The Project shall be deemed fifty percent (50%) complete when Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the Price, except the

value of materials stored on-site shall not exceed twenty percent (20%) of Contractor's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete. Within 60 days after the submission of a pay request and one of the following occurs, as specified in the Contract Documents, PWC, with written consent of the surety, shall release to Contractor all retainage on payments held by PWC: (i) PWC receives a certificate of Substantial Completion from the Designer in charge of the Project; or (ii) PWC receives beneficial occupancy or use of the Project; provided, however, PWC may in its discretion retain sufficient funds to secure Completion of the Project or corrections on any Work. If PWC retains funds, the amount retained shall not exceed two and one-half times the estimated value of the Work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of Contractor's surety. The existence of any third-party claims against Contractor or any additive change orders to the Construction Documents shall not be a basis for delaying the release of any retainage on payments. Notwithstanding anything in this Section to the contrary, following fifty percent (50%) completion of the Project, PWC shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%), in order to allow PWC to retain two and one-half percent (2.5%) total retainage through the Completion of the Project. In the event that PWC elects to withhold additional retainage on any periodic payment subsequent to release of retainage on a line-item of Work pursuant to G.S. 143-134.1(b2), Contractor may also withhold from the subcontractors remaining on the project sufficient retainage to offset the additional retainage held by PWC, notwithstanding the actual percentage of retainage withheld by PWC of the Project as a whole. Neither PWC's nor Contractor's release of retainage on payments as part of a payment in full on a line-item of Work pursuant to G.S. 143-134.1(b2) shall affect any applicable warranties on Work done by Contractor or subcontractor, and the warranties shall not begin to run any earlier than either PWC's receipt of a certificate of Substantial Completion from the Designer in charge of the Project or PWC receives beneficial occupancy.

7. Liquidated Damages. Time is of the essence with respect to performance of each of the Parties' obligations under this Agreement. Contractor recognizes and acknowledges that PWC will suffer financial and other losses if the Project is not completed by the Completion Date. The Parties recognize and agree that the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by PWC if the Project is not completed by the Completion Date. Accordingly, instead of requiring any such proof, Contractor and PWC agree that in the event Contractor fails to achieve Completion of the Project by the Completion Date, Contractor shall pay to PWC as liquidated damages to compensate PWC for damages related to the delayed Completion of the Project one thousand dollars (\$1000.00) per day ("Liquidated Damages") for each calendar day Contractor fails to achieve Completion of the Project by the Completion Date.

8. Contractor's Representations and Warranties. In order to induce PWC to enter into this Agreement, Contractor makes the following representations and warranties to PWC:

a. Contractor is duly licensed in the State of North Carolina to complete all Work necessary for the Project, is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against it in accordance with its terms.

b. Contractor has read the Contract Documents, and acknowledges and understands all data, materials, specifications, and requirements identified in the Contract Documents.

c. Contractor has visited the site for the Project, conducted a thorough, visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance in completing the Project. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance to complete the Project.

d. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the site and all drawings of physical conditions relating to existing surface or subsurface structures at the site that have been identified in the Contract Documents and any accompanying reports and drawings, and (2) reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the site that have been identified in the Contract Documents and any accompanying reports and drawings.

e. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

f. Based on the information and observations referred to in subsection e. of this Section, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Price commencing on the commencement date and in accordance with the other terms and conditions of the Contract.

g. Contractor is aware of the general nature of Work to be performed by PWC and others at the Site that relates to the Work as indicated in the Contract Documents.

h. Contractor has given PWC's Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Designer is acceptable to Contractor.

i. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

j. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

k. Contractor has no business or personal relationship with any PWC Commissioner, officer, director, manager, or supervisor and Contractor covenants to disclose immediately to PWC any such relationship that develops during the performance of Work on the Project.

9. Contractor's Payment Obligations. Contractor shall pay all of its obligations arising out of or in connection with the Project in a timely manner to all persons supplying materials in the prosecution of the Work and to all laborers and others employed thereon.

10. Performance and Payment Bonds. Contractor shall obtain and deliver to PWC a performance bond in the amount of one hundred percent (100%) of the Price, conditioned upon the faithful performance of the Project and all Work in accordance with the Contract Documents, which bond shall be solely for the protection of PWC. Contractor shall obtain and deliver to PWC a payment bond in the amount of one hundred percent (100%) of the Price, conditioned upon the prompt payment for all labor or materials for which the Contractor or one or more of its subcontractors is liable, which payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which the Contractor is liable. The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina, shall become effective upon the awarding of the construction contract by PWC to Contractor, and shall at all times comply with the requirements set forth in Article 3 of North Carolina General Statutes Chapter 44A. In the event PWC deems the surety or sureties upon any bond necessary for this Agreement and the completion of the Project, or if for any reason, such bond ceases to be adequate to cover the performance and/or payment of the Work, Contractor shall, at its expense, within five (5) days after the receipt of notice from PWC, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to PWC. In such event no further payment to Contractor shall be deemed to be due under this Agreement until new or additional security for the performance and payment of the Project shall be furnished in manner and form satisfactory to PWC. Contractor understands and acknowledges that PWC, as a public authority, is not subject to the provisions of Articles 1 and 2 of Chapter 44A of the General Statutes, in accordance with G.S. 44A-34 and applicable law.

11. Contractor's Damage Repair Obligations. Contractor shall be responsible for all damages to the property of the City of Fayetteville and of PWC that may result from the normal procedure of a Responsible Person's actions in the prosecution of the Work or that may be caused by or result from the negligence of a Responsible Person during the progress of or connected with the prosecution of the Work, whether within the limits of the Work or elsewhere. Contractor shall promptly restore all such property so damaged to a condition as good as it was immediately prior to Contractor initiating the Work on the Project.

12. Defective Work. The Project shall be subject to observation and approval by PWC, Designer, and representatives of governmental agencies with jurisdiction over the Project. PWC and Designer shall be entitled to enter at all reasonable times the premises subject to construction or renovation to inspect the Work performed by or on behalf of Contractor, provided that such entry and inspection does not materially interfere with the progress of construction. Contractor shall correct promptly, at no cost to PWC, all Work reasonably rejected by PWC or by its representatives. Should Contractor fail to correct rejected Work, PWC may, acting in its sole discretion, correct such Work and the Contractor shall pay PWC's actual costs of correction and any other applicable amounts identified in the Contract Documents.

13. As-Built Drawings. Contractor shall maintain during the progress of the Project as-built drawings indicating the current status of the Project as actually performed. Upon Completion of the Project, Contractor shall prepare a final version of such as-built drawings and submit them to PWC for approval.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors, and assigns. Contractor may not assign, transfer, convey, or encumber, whether voluntarily or by operation of law, this Agreement or any obligations, rights under, or interests in this Agreement to a third party without the prior written consent of PWC; and, specifically, but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

15. Indemnity. Contractor shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives and the City of Fayetteville and its elected officials, managers, employees, agents, and representatives and Design Engineer (collectively "Indemnitees") from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by one or more third parties against one or more of the Indemnitees if the Fault of one or more Responsible Persons is a proximate cause of the loss, damage, or expense indemnified. Contractor's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of this Agreement.

16. Insurance. Contractor shall maintain during the Work and for at least three (3) years following Completion of the Project the insurance coverage set forth in the Contract Documents, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC. Prior to initiating any Work, Contractor shall deliver certificates of insurance confirming each such coverage required by the Contract Documents, and Contractor shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an "occurrence" basis. Contractor shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Contractor fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not have the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Contractor, or to seek reimbursement for said payments from Contractor. Any such sums paid by PWC shall be due and payable immediately by Contractor upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Contractor's obligation to maintain insurance for three (3) years after Completion of the Project shall survive the termination of this Agreement.



17. Warranty. The Contractor hereby grants to PWC a warranty on all materials and Workmanship involved in the Project for a period of one (1) year from the Completion Date and a period of two (2) years from the Completion Date for any latent structural defects. PWC shall give written notice to Contractor of any claim under this Section within the time specified hereinabove. This warranty shall be in addition to, and not in derogation of, all other rights and privileges which PWC may have under law, equity, or instrument, and shall survive the Completion Date and the final settlement and shall be binding on Contractor notwithstanding any provision in any other writing executed by PWC heretofore or contemporaneous with the execution of the Agreement or prior to the Completion Date.

18. Waiver. No failure on the part of any party to exercise, and no delay in exercising, any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further cumulative and not exclusive of any remedies provided by law. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns. This Agreement may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF. The Contractor shall at all times comply with all applicable Federal, state, and local laws and building codes in the performance of its obligations under the Agreement.

20. Dispute Resolution. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute") and involving any two or more of the following parties, PWC, Designer, Contractor or any subcontractor of Contractor, the party initiating the Dispute shall serve written notice of a Dispute on the party(ies) to the dispute, and those parties shall endeavor to settle the dispute first through direct, informal discussions between the parties' selected representatives. Any such representative(s) shall have binding authority to settle the Dispute. In the event the parties do not settle the Dispute within ten (10) days from the date of written notice of the Dispute, any party to the Dispute may, by written notice to the other party(ies), engage a mediator certified under the laws of the State of North Carolina to mediate the Dispute within thirty (30) days of such notice. The parties to the Dispute shall attend mediation in good faith. In the event mediation is unsuccessful, any party to the dispute may initiate arbitration proceedings. Any controversy or claim arising out of or relating to the Contract Documents, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All of the foregoing dispute resolution procedures shall be held in Cumberland County, North Carolina. The costs of the mediator and arbitrator in a dispute resolution process shall be divided equally among the parties to the process; provided, however, PWC shall bear at least one-third of the cost if PWC is a party to the dispute resolution and the remainder of the cost shall be divided equally among the other parties participating in the dispute resolution. PWC shall, in its contractual arrangements with Designer, and Contractor shall, in its contracts with subcontractors and they in their contracts with lower-tier subcontractors authorize and direct such parties to participate in the dispute resolution procedures set forth in this Section. Unless otherwise directed in writing by PWC, Contractor shall continue the Project and maintain compliance with the scheduling deadlines set forth in the

Contract Documents during any dispute resolution proceedings. If Contractor continues to perform, PWC shall make payments due for the continued performance in accordance with this Agreement. The provisions of this Section shall not extend any applicable statutes of limitation or repose.

21. Execution; Modification; Entire Agreement; Severability. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. No oral communication, promise, understanding, or agreement before, contemporaneous with, or after the execution of this Agreement shall affect or modify any of the terms and conditions and obligations of the Contract Documents. The Contract Documents shall be modified only by a subsequent writing signed by both Parties. The Contract Documents shall be conclusively considered to contain and express all the terms and conditions agreed upon by the Parties, notwithstanding any prior or contemporaneous written communication, promise, understanding or agreement. Should any provision of this Agreement or any of the Contract Documents at any time be in conflict with any law, statute, rule, regulation, order, or ruling and thus be unenforceable, or be unenforceable for any other reason, then the remaining provisions of this Agreement shall remain in full force and effect and the court or arbitrator shall give the offending provision the fullest meaning and effect permitted by law. The titles of the Sections throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this instrument.

22. Notices. Any notice which either Party is required or desires to give the other hereunder shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return-receipt requested, postage prepaid, to the addresses listed herein below, or such other address as either Party shall give to the other Party by written notice in accordance herewith. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on third Business Day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

To PWC:  
Fayetteville Public Works Commission  
Attn: Timothy Bryant, CEO/General Manager  
PO Box 1089  
Fayetteville, NC 28302

with a copy, which alone shall not constitute notice, to:  
Fayetteville Public Works Commission  
Attn: Georgette Miller, Chief Legal Officer and General Counsel  
PO Box 1089  
Fayetteville, NC 28302

**To Contractor:**

23. Termination. PWC may terminate this Agreement immediately if during the progress of the Work or during the warranty period, the Contractor:

- a. Persistently fails to prosecute the Work properly and in accordance with this contract, including but not limited to include failure to provide sufficient crews, equipment, or resources, or failure to adhere to the schedule;
- b. Demonstrates disregard for the policies, procedures, or requirements of PWC;
- c. Demonstrates complete disregard of the authority of PWC or its designated representatives; or
- d. Violates in any substantial way the provisions and requirements of this Agreement.

Such termination shall be effective upon written notice to Contractor and its surety. PWC may terminate the contract for its convenience by providing Contractor at least seven (7) calendar days prior written notice, in which event Contractor shall be paid for all Work completed, plus other expenses as mutually agreed upon between PWC and Contractor.

24. Compliance. Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the Work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to Work in the United States, shall verify the Work authorization of the employee through E-Verify in accordance with N.C.G.S. §64-26(a). Contractor hereby pledges, attests, and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Contractor shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Contractor hereby further acknowledges that the execution and delivery of this Agreement constitutes Contractor's certification to PWC and to the North Carolina State Treasurer that, as of the date of the Effective Date of this Agreement, Contractor is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Contractor represents and warrants to Commission that Contractor, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Contractor also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. §

60-1.4. Contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Fayetteville Public Works Commission

CONTRACTOR

[PER OUR CHARTER (SEE SEC 6A.20),  
THE CONSTRUCTION CONTRACT, IF MORE  
THAN \$500K, MUST BE BETWEEN THE CITY  
(BY AND THROUGH PWC) AND THE CONTRACTOR]

By: \_\_\_\_\_  
Timothy Bryant, CEO/GM

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name, Title)

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

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

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: \_\_\_\_\_  
Rhonda Haskins, Chief Financial Officer

Approved as to form:

\_\_\_\_\_  
Legal Dept.



GENERAL CONDITIONS FOR  
FAYETTEVILLE PUBLIC WORKS COMMISSION

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## **General Conditions**

### **Article I. Definitions and Terminology**

#### **Section 1.01 Definitions**

Capitalized terms used in the Bid Documents or Contract Documents, including the singular and plural forms, shall have the meaning indicated in the definitions below. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- (a) **Addenda**—Written or graphic instruments issued before the opening of Bids which clarify, correct, or change the Bid Documents or other Contract Documents.
- (b) **Agreement**—The written instrument, executed by PWC and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties, designates the specific documents that encompass the Contract Documents, and provides other material provisions that govern the relationship between the parties as it relates to the Project. The Agreement is also referred to, and titled as, the “Construction Agreement.”
- (c) **Application for Payment**—The form that Contractor shall use during the Work in requesting progress or final payments. Any Application for Payment shall be accompanied by such supporting documentation as is required by the Contract Documents.
- (d) **Bid**—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- (e) **Bidder**—An individual or entity that submits a Bid to PWC for the Project.
- (f) **Bid Documents**—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
- (g) **Bidding Requirements**—The Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bidder’s original Bid with any requisite attachments.
- (h) **Business Day**—each calendar day that is not a Saturday, Sunday, or holiday observed by PWC (New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day (and the day after), and Christmas (2 days) for its employees.
- (i) **Change Order**—A document that is signed by Contractor and PWC, which authorizes an addition, deletion, or revision in the Work, an adjustment in the Contract Price or the Contract Times, a change in the scope of the Project, or other revision to the Agreement, issued on or after the Effective Date of the Agreement.
- (j) **Change Proposal**—A written request by Contractor, submitted in compliance with the procedural requirements set forth in the Contract Documents, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by PWC concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Agreement.

- (k) Completion of the Project—Has the meaning as set forth in the Construction Agreement.
- (l) Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- (m) Contract Price—The money that PWC has agreed to pay Contractor for Completion of the Project in accordance with the Contract Documents. May also be referred to as “Price” throughout the Contract Documents.
- (n) Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; and (b) Completion of the Project.
- (o) Contractor—The individual or entity with which PWC has contracted for performance of the Work and Completion of the Project.
- (p) Day—a calendar day of 24 hours measured from midnight to the next midnight. Also referred to throughout the Contract Documents as “days” or “calendar days.”
- (q) Design Engineer—The Engineering firm identified on the Contract Drawings and their duly authorized employees and agents, such employees and agents acting within the scope of the particular duties entrusted to them in each case.
- (r) Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- (s) Field Order—A written order issued by Project Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- (t) Final Completion—The day the on which any specified Work is complete in accordance with the Contract Documents.
- (u) Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract Documents, does not establish a Hazardous Environmental Condition.
- (v) Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules,

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regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such terms, unless otherwise specified, shall refer to North Carolina laws and regulations.

- (w) **Milestone**—A principal event in the performance of the Work that the Agreement requires Contractor to achieve by an intermediate completion date or by a time prior to Completion of the Project.
- (x) **Non-Compliance Notice**—A written notice issued by PWC to Contractor indicating a violation of any term, provision, or requirement of the Contract Documents.
- (y) **Notice of Award**—The written notice by PWC to a Bidder providing of PWC's acceptance of the Bid upon timely compliance by the Bidder with any conditions precedent provided in the notice.
- (z) **Notice to Proceed**—A written notice by PWC to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- (aa) **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- (bb) **Project**—has the meaning ascribed to it in the Agreement and is as more specifically set forth throughout the Contract Documents. "Project" includes the total undertaking to be accomplished for PWC by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- (cc) **Project Engineer**—the PWC employee assigned by PWC to coordinate, manage, monitor, and otherwise perform the administration necessary and consistent with PWC's responsibilities for the Completion of the Project. The Project Engineer has authority to coordinate and work with the Design Engineer regarding any engineering questions, concerns, revisions, alterations, deletions, or additions to the Work, and has authority to approve any changes in the scope of the Work. Project Engineer may assign a "Project Coordinator" who will also be an employee of PWC and have the duties and responsibilities set by the Project Engineer.
- (dd) **PWC**—Fayetteville Public Works Commission. PWC may also be referred to in the Contract Documents as "Owner."
- (ee) **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- (ff) **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Project Engineer's review of the submittals and the performance of related construction activities.
- (gg) **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

- (hh) Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Contract Drawings and are not Contract Documents.
- (ii) Site—Lands or areas indicated in the Contract Documents as being furnished by PWC upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by PWC which are designated for the use of Contractor.
- (jj) Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- (kk) Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- (ll) Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
- (mm) Successful Bidder—The Bidder whose Bid PWC accepts, and to which PWC provides a Notice of Award.
- (nn) Supplementary Conditions—Any part of the Agreement that amends or supplements these General Conditions.
- (oo) Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- (pp) Technical Data—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
- (qq) Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

- (rr) Unit Price Work—Work to be paid for on the basis of unit prices.
- (ss) Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, materials, equipment, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents and necessary to achieve Completion of the Project.
- (tt) Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by PWC and recommended by the Project Engineer, ordering an addition, deletion, or revision in the Work.

## Section 1.02 Terminology

The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

- (a) Intent of Certain Terms or Adjectives:
  - (i) The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Project Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Project Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Project Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions the Contract Documents.
- (b) Defective—when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - (i) does not conform to the Contract Documents; or
  - (ii) does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - (iii) has been damaged prior to Project Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by PWC at Substantial Completion in accordance with the Contract Documents).
- (c) Furnish, Install, Perform, Provide
  - (i) The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - (ii) The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment

- complete and ready for intended use.
- (iii) The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- (iv) If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **Article II. Preliminary Matters**

### **Section 2.01 Delivery of Bonds and Evidence of Insurance**

- (a) Bonds: Contractor shall deliver to PWC such bonds as Contractor is required to furnish simultaneously with delivering the executed Agreement to PWC.
- (b) Contractor’s Insurance: Contractor shall deliver to PWC the certificates and other evidence of the insurance required by the Contract Documents simultaneously with delivering the executed Agreement to PWC.

### **Section 2.02 Copies of Documents**

- (a) PWC will furnish to Contractor up to five (5) printed copies of the Contract Documents upon request by Contractor, and one (1) copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- (b) PWC will maintain and safeguard at least one original printed record version of the Agreement, including Drawings and Specifications signed and sealed by Design Engineer or other design professionals as applicable. PWC agrees to make such original printed record version of the Agreement reasonably available to Contractor for review during PWC’s normal business hours. PWC may delegate the responsibilities under this provision to Design Engineer.

### **Section 2.03 Before Starting any Work**

- (a) Within ten (10) Days after the Contractor receives the Notice of Award from PWC (or as otherwise specifically required by the Contract Documents), Contractor shall submit to PWC for timely review:
  - (i) a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the identifiable aspects of the Work, including any Milestones specified in the Contract Documents;
  - (ii) a preliminary Schedule of Submittals; and
  - (iii) Any Shop Drawings, Samples, and other submittals required by the Contract Documents before the Preconstruction Conference.

### **Section 2.04 Preconstruction Conference; Designation of Authorized Representatives**

- (a) Before any Work at the Site is started, a preconstruction conference attended by PWC, Project Engineer, Contractor, Design Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss general Project issues including, but not limited, the following:
  - (i) The schedules and submittals referred to in Section 2.03;
  - (ii) Contractor's designated authorized representative as described in Section 2.04(b);
  - (iii) Safety;
  - (iv) Procedures for handling Shop Drawings, Samples, and other submittals;
  - (v) Processing Applications for Payment, electronic or digital transmittals;
- (b) At the preconstruction conference Contractor shall designate, in writing, a specific individual to act as its authorized representative with respect to its services and responsibilities under the Contract Documents. Such individual shall have the authority to transmit and receive information, render decisions relative to the requirements of the Contract Documents, and otherwise act on behalf of the Contractor.

#### Section 2.05 Initial Acceptance of Schedules

- (a) At least twenty (20) Days before submission of the first Application for Payment a conference, attended by Contractor, PWC, and others as appropriate, will be held to review for acceptability to Project Engineer as provided below the schedules submitted in accordance with Paragraph 2.03(a). PWC shall have ten (10) Days to review the submission and provide feedback to Contractor. Contractor shall then have ten (10) days to make any corrections and adjustments as indicated by PWC and to complete and resubmit the schedules as necessary. No progress payment shall be made to Contractor until acceptable schedules are submitted to and approved by Project Engineer.
- (b) The Progress Schedule will be acceptable to Project Engineer if it provides an orderly progression of the Work to achieve Completion of the Project within the Contract Times. Such acceptance will not impose on Project Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
- (c) Contractor's Schedule of Submittals will be acceptable to Project Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

#### Section 2.06 Electronic Transmittals

- (a) Except as otherwise stated elsewhere in the Contract Documents, PWC and Contractor and their authorized agents may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through electronic mail at the address(es) designated by each Party.
- (b) When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## **Article III. Contract Documents: Intent, Requirements, Reuse**

### **Section 3.01 Intent**

- (a) The Contract Documents are complementary; what is required by one is as binding as if required by all.
- (b) It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- (c) Project Engineer, Design Engineer, or both, will issue clarifications and interpretations of the Contract Documents as provided herein.
- (d) To the extent necessary that Work, construction, or conditions not covered by these General Conditions is required for Contractor to achieve Completion of the Project, "Special Conditions" for such Work will be provided to Contractor and shall be part of the Contract Documents.
- (e) In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (1) Change Orders; (2) Addenda; (3) the fully executed Agreement; (4) Special Conditions; (5) any Drawings and Technical Specifications; and (6) General Conditions.

### **Section 3.02 Reference Standards**

- (a) Standards Specifications, Codes, Laws and Regulations
  - (i) Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or North Carolina laws and regulations in effect as of the Effective Date of the Agreement, except as may be otherwise specifically stated in the Contract Documents.
  - (ii) No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of PWC or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to PWC or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents.

### **Section 3.03 Reporting and Resolving Discrepancies**

- (a) Contractor's Verification of Figures and Measurements
  - (i) Before undertaking any portion of the Work, Contractor shall review all of the Contract Documents to and check and verify all figures and dimensions for the Project. Contractor shall promptly report in writing to Project Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is



resolved, by a clarification or interpretation by Project Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to these General Conditions.

- (ii) If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Project Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as defined hereinafter) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Project Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to these General Conditions.

(b) Resolving Discrepancies:

- (i) Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for PWC shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - 1) the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - 2) the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### Section 3.04 Reuse of Documents

- (a) Contractor and its Subcontractors and Suppliers shall not have or acquire any title to or ownership rights in any of the:
  - (i) Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Design Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of PWC and Design Engineer and specific written verification or adaptation by Design Engineer, where applicable; or
  - (ii) Contract Documents and shall not reuse any such Contract Documents for any purpose without PWC's express written consent.
- (b) The prohibitions of this provision shall survive final payment or termination of the Agreement. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **Article IV. Commencement and Progress of the Work**

### Section 4.01 Commencement of Work

- (a) The Contract Times will commence to run on the day indicated in the Notice to Proceed issued by PWC to Contractor. A Notice to Proceed may be given at any time after the Effective Date of the Contract.

- (b) Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date. Contractor's failure to commence the Work within fifteen (15) Days of the date stated in the Notice to Proceed shall be deemed a material breach of the Agreement unless PWC otherwise determines in its sole discretion and agrees in writing to a delay of the Contract Times based on the applicable circumstances.

#### Section 4.02 Reference Points

- (a) Construction staking will be performed by Design Engineer, who will also prepare and furnish construction cut sheets, signed and sealed by a North Carolina professional land surveyor, to PWC and Contractor. Contractor shall not install any utilities without a sheet. All requests for staking shall be made not less than 96 hours in advance.
- (b) Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and staking, and shall make no changes or relocations without the prior written approval of Project Engineer. Contractor shall report to Project Engineer whenever any reference point staking is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or staking by professionally qualified personnel.

#### Section 4.03 Progress Schedule

- (a) Contractor shall adhere to the Progress Schedule established in accordance with Section 2.03 as it may be adjusted from time-to-time as provided below. Contractor shall submit to Project Engineer for acceptance any proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article IX.
- (b) Contractor shall carry on the Work and adhere to the Progress Schedule during any disputes or disagreements with PWC. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by these General Conditions or as PWC and Contractor may otherwise agree in writing.

#### Section 4.04 Delays in Contractor's Progress

- (a) If PWC, Project Engineer, anyone for whom PWC is responsible, or a Force Majeure Event delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- (b) Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- (c) Contractor must submit any Change Proposal, consistent with the procedure set forth in Article IX, seeking an adjustment in Contract Price or Contract Times under this provision within ten (10) calendar days of the commencement of the event that causes the delay, disruption, or interference with the Work and Contract Times.

## **Article V. Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions**

### **Section 5.01 Availability of Lands**

- (a) PWC will be responsible for obtaining any required easements and encroachments, and otherwise furnishing the Site, necessary to complete the Work, except as provided elsewhere in the Contract Documents.
- (b) Upon reasonable written request, PWC shall furnish to Contractor a current statement of record legal title and legal description of the lands upon which the Work is to be completed and PWC's interest therein.
- (c) Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment necessary to complete the Work. Any and all agreements between the Contractor and any individual property owner(s) shall not obligate PWC, PWC's employees, Project Engineer, or Design Engineer in any manner, and Contractor shall, before performing any work on any such property, obtain a signed and notarized release of liability of PWC and Design Engineer that is suitable to PWC as confirmed in writing.
- (d) Contractor and any of its Subcontractors shall exercise care and caution to avoid damage to any private property. Should any such damage to private property occur, it is Contractor's responsibility to notify the Project Engineer promptly in writing that such damage occurred, the extent of the damage, and Contractor's written plan to remedy the damage. If Contractor fails to timely correct damage to private property, PWC reserves the right to withhold progress payments until damage is corrected and/or to correct damage and back-charge Contractor for costs incurred. At the Completion of the Project, Contractor shall obtain a signed release from all owners of private property to which damage occurred that releases PWC and Design Engineer and acknowledges a settlement for the damage or that such damage was adequately remedied.

### **Section 5.02 Use of Site and Other Areas**

- (a) Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site and other adjacent areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

- (b) Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris during the progress of the Work. Removal and disposal of such debris shall conform to applicable Laws and Regulations.
- (c) Prior to Completion of the Project, Contractor shall clean the Site and the Work and make it ready for utilization by PWC. At the completion of all of the Work, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- (d) Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### Section 5.03 Differing Subsurface or Physical Conditions or Underground Facilities

- (a) If Contractor believes that any subsurface or physical condition or Underground Facilities that is uncovered or revealed at the Site either:
  - (i) is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely is materially inaccurate;
  - (ii) is of such a nature as to require a change in the Contract Documents;
  - (iii) differs materially from that shown or indicated in the Contract Documents; or
  - (iv) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or Underground Facilities or performing any Work in connection therewith, notify PWC and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement approved by PWC permitting Contractor to do so.

- (b) After receipt of Contractor's written notice, Project Engineer will review the subsurface or physical condition or Underground Facilities in question; determine the necessity of PWC obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any of the differing site condition categories in this Section 5.03; and obtain any pertinent cost or schedule information from Contractor.
- (c) Project Engineer will issue a written statement to Contractor regarding the subsurface or physical condition or Underground Facilities in question, which addresses the resumption of Work in connection with such condition and indicates whether any change in the Contract Documents will be made.
- (d) Possible Price and Times Adjustments:
  - (i) Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition or Underground Facilities, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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- 1) such condition must fall within at least one of the categories in this Section 5.03; and,
  - 2) Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- (ii) Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition or Underground Facilities if:
- 1) Contractor knew of the existence of such condition at the time Contractor proffered its Bid to PWC or executed the applicable Agreement for the Project; or
  - 2) the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's Bid; or
  - 3) Contractor failed to give the written notice as required.
- (iii) If PWC and Contractor agree regarding Contractor's entitlement to, and the amount or extent of, any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- (iv) Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 calendar days after Project Engineer's written statement to Contractor regarding the subsurface or physical condition or Underground Facilities in question.

## Section 5.04 Underground Utilities

- (a) Contractor shall ascertain the location and type of all underground utility lines or structures that may be located within the limits of the Site or any area where Work is to be performed.
- (i) The exact location of underground utilities or structures may vary from prior plans, permits, maps, or other documentation, and others may not be designated. The Contractor is fully responsible for verification of the exact location of all underground utility lines or structures within the limits of the Site or the area where the work is to be performed, whether known or unknown by PWC, and for providing necessary protection and/or repair if damage.
  - (ii) Should uncharted or incorrectly charted piping or other utilities be encountered during excavations, the Contractor shall immediately halt any Work, notify PWC, and await direction from PWC before proceeding with any Work. The Contractor shall fully cooperate with PWC and any other utility company in keeping respective services and facilities in operation.
- (b) PWC has used reasonable care to locate and depict existing underground installation on the construction drawings, but the accuracy cannot be guaranteed, and some items may not be shown which exist. Actual horizontal and vertical locations have not been verified. As part of the Work, the Contractor is required to dig up each utility which may conflict with construction in advance to verify locations. The utilities shall be "dug up" a minimum of fourteen (14) Days in advance of actual installation of new utilities to allow PWC an opportunity to adjust grades and alignments, to avoid a conflict, and to address

any other issues.

- (c) The Contractor shall adhere to the provisions of the North Carolina Underground Utility Safety and Damage Prevention Act. The Contractor shall make a documented request to the North Carolina One Call Center, and/or individual utility owners, in order to locate any facilities within the Site limits or any area where Work is to be performed at least forty-eight (48) hours in advance of the day the Work is scheduled to begin. The Contractor shall include the cost of any coordination and cooperation for utilities in its Bid.
- (i) Location assistance requested from PWC by Contractor should include the actual horizontal location, type number, size, and depth of all lines. All costs associated with locating and marking existing utilities or the utilities representatives shall be the responsibility of the Contractor.
- (ii) The Owner, Project Engineer, Design Engineer, and/or Consultants shall not be liable to the Contractor for any claims, costs, losses, or damages incurred or sustained on or in connection with locating existing underground installations.
- (d) If the Contractor fails to schedule locates or perform advance physical locations in advance of the construction and a conflict arises, the Contractor will be required to make corrective measures as instructed by the Project Engineer at the Contractor's expense. The Contractor's failure to advance plan (minimum fourteen (14) days) by physically uncovering existing utilities in advance of construction shall not be cause for claim of lost time or for additional compensation. No additional payment will be made for re-mobilization required by the utility locator.
- (i) The Contractor shall inform all equipment operators, either those employed by him or those employed by his subcontractors, of information obtained from the utility owners prior to initiation of any aspect of any Work.
- (e) PWC and Design Engineer shall not be responsible for the accuracy or completeness of any information or data provided to the Contractor with respect to underground facilities.
- (f) The entire cost of all of the following will be included in the Contract Price, and Contractor shall bear full responsibilities for all such costs, including but not limited to:
  - (i) Reviewing and checking all such information and data;
  - (ii) Locating all underground facilities shown or indicated in the Contract Documents;
  - (iii) Coordination of the Work with the owners of such underground facilities, including PWC, during any portion of the Work; and
  - (iv) The safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.
- (g) Contractor shall be responsible for the discovery of existing underground installations, in advance of any excavating or trenching as required in the Contract Documents.

- (h) If an underground facility is discovered at or contiguous to the Site that was not shown or indicated in the Contract Documents or of which Contractor was not aware prior to starting that portion of any Work, Contractor shall, immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such underground facility and give written notice to PWC. Upon receipt of written notice, PWC will review the pertinent condition, determine the necessity of obtaining additional information, and advise Contractor in writing. During such time, Contractor shall be responsible for the safety and protection of such underground facility. If PWC concludes that a change in the Contract Documents is required, a Change Order will be issued.
- (i) The Contract Price and/or the Contract Time, may be adjusted if PWC determines, in its discretion, that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work subject to the following:
  - 1) Facility was not shown or indicated in the Contract Documents, and
  - 2) The Contractor did not know of or could not anticipate the facility.

#### Section 5.05 Hazardous Environmental Conditions at Site

- (a) Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work or Hazardous Environmental Condition was caused by Contractor.
- (b) Contractor shall be responsible for controlling, containing, and removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- (c) If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency); and (3) immediately notify Project Engineer (and promptly thereafter confirm such notice in writing). Project Engineer will evaluate such condition or take corrective action, if any. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then PWC may have the Hazardous Environmental Condition removed and remediated and impose a set-off against payments to Contractor to account for the reasonable associated costs.
- (d) Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after PWC has delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- (e) If PWC and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within thirty (30) calendar days of PWC's written notice regarding the resumption of Work, Contractor may submit a Change Proposal or PWC may impose a set-off.
- (f) If after receipt of such written notice Contractor does not agree to resume such Work based on reasonable evidence it is unsafe or does not agree to resume such Work under such special conditions, then PWC may order the portion of the Work that is in the area affected by such condition to be deleted from the Work.

## **Article VI. Bonds and Insurance**

### **Section 6.01 Performance and Payment Bonds**

- (a) Contractor shall obtain and furnish to PWC a performance bond in the amount of one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Project and all Work in accordance with the Contract Documents, which bond shall be solely for the protection of PWC.
- (b) Contractor shall obtain and furnish to PWC a payment bond in the amount of one hundred percent (100%) of the Contract Price, conditioned upon the prompt payment for all labor or materials for which the Contractor or one or more of its subcontractors is liable, which payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which the Contractor is liable.
- (c) The performance bond and the payment bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina, shall become effective upon the awarding of the construction contract by PWC to Contractor, and shall at all times comply with the requirements set forth in Article 3 of North Carolina General Statutes Chapter 44A.
- (d) In the event PWC deems the surety or sureties upon any bond necessary for the Agreement and the completion of the Project, or if for any reason, such bond ceases to be adequate to cover the performance and/or payment of the Work, Contractor shall, at its expense, and within ten (10) days after the receipt of notice from PWC, furnish such additional bond(s) in such form and amount, and with such surety or sureties, as shall be satisfactory to PWC. In such event no further payment to Contractor shall be deemed to be due under this Agreement until new or additional security for the performance and payment of the Project shall be furnished in manner and form satisfactory to PWC.
- (e) By executing the Agreement, Contractor understands and acknowledges that PWC, as a public authority, and the City, as a municipal corporation, are not subject to the provisions of Articles 1 and 2 of Chapter 44A of the General Statutes, in accordance with G.S. 44A-34 and applicable law.

### **Section 6.02 Insurance**

- (a) Contractor shall maintain during the life of the Agreement and during the completion of any Work the following insurance coverages, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rate A minus VII or



better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC:

- (i) Commercial general liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed. Commercial general liability coverage shall be written on an "occurrence" basis.
- (ii) Automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
- (iii) Workers' compensation insurance as required by the Laws and Regulations. In the event any employee(s), contractor(s), or subcontractor(s) engaged to perform any Work under the Agreement is not protected under the applicable workers' compensation laws, the Contractor shall provide adequate coverage for the protection of such employee(s), contractor(s), or subcontractor(s) not otherwise protected.
- (iv) In the event the Project concerns building construction or repair work, Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the PWC, Contractor, and any Subcontractor(s) and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's Contract Price), and to remain in force until Completion of the Project.
- (v) Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached or stored on Site for any period of time. This coverage shall be an "Installation Floater." If no building construction or repair is involved for the Project, the amount of the coverage shall equal the value of the materials stored on site.
- (b) Prior to initiating any Work on the Project, Contractor shall deliver certificates of insurance confirming each such coverage set forth above, and Contractor shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period.
- (c) PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies.
- (d) Contractor shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be issued for non-payment of premiums or any part thereof, or should Contractor fail to provide and maintain certificates as set forth herein, PWC shall have the right, but shall not have the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Contractor, or to seek reimbursement for said payments from Contractor. Any such sums paid by PWC shall be due and payable immediately by Contractor upon notice from PWC.
- (e) The insurance coverage requirements shall not be construed as a limitation on

Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Contractor's obligation to maintain insurance for three (3) years after Completion of the Project shall survive the termination of this Agreement.

- (f) If Contractor fails to obtain and maintain any required insurance, PWC may exclude Contractor from the Site, impose an appropriate set-off against payment, and exercise PWC's termination rights pursuant to the Contract Documents.
- (g) PWC does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

## **Article VII. Contractor's Responsibilities**

### **Section 7.01 Supervision and Superintendence**

- (a) Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction subject to the terms, provisions, and specifications set forth in the Contract Documents.
- (b) At all times during the progress of the Work, Contractor shall assign a competent superintendent, satisfactory to Project Engineer, to supervise the Work and to respond to Project Engineer concerning PWC's interests in the Work.
- (c) Contractor's superintendent shall have full authority to act on behalf of Contractor and all communications, instructions, directions, and notices given to the superintendent by the Project Engineer shall be binding to the Contractor.
- (d) Contractor's superintendent shall be responsible for coordination of the Work with other contractors or subcontractors. The superintendent shall not be replaced without written notice to PWC except under extraordinary circumstances.
- (e) Subcontractors
  - (i) Contractor shall submit the names and references all Subcontractors to the Project Engineer for approval before commencing any Work.
    - 1) In the event Contractor seeks to substitute any Subcontractor that was identified in Contractor's Bid, Contractor shall promptly provide PWC with: (1) the Subcontractor it seeks to substitute; (2) the identity of the Subcontractor to be substituted; and (3) the reason for the requested substitution.
    - 2) PWC will review the requested substitution within five (5) Business Days and provide written approval or denial of the substitution, with such approval not to be unreasonably withheld.
  - (ii) Contractor's superintendent shall be available to be present at the Site at any time that any Subcontractor(s) is performing any of the Work. Construction activity shall be

stopped if the Contractor's superintendent is not available to be at the Site.

#### Section 7.02 Labor; Working Hours

- (a) Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Contractor shall remove from the Project any person who appears incompetent, disorderly, or otherwise unsatisfactory. Contractor shall also remove any person who appears in PWC's sole discretion to be incompetent, disorderly, or otherwise unsatisfactory
- (b) Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed on Business Days. Contractor will not perform Work on non-Business Days. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with PWC's written consent, which will not be unreasonably withheld. In such circumstances, Contractor shall submit a written request to PWC at least two (2) Business Days prior to any Work that it requests to complete on a non-Business Day and PWC will, in its sole discretion, approve or deny such request. If such work outside of a Business Day is approved, PWC will set forth the specific parameters that Contractor must follow, including time of work, personnel, and any other issues.<sup>8</sup>

#### Section 7.03 Services, Materials, and Equipment

- (a) Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and Completion of the Project, whether or not such items are specifically called for in the Contract Documents.
- (b) All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise specified in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of PWC. If required by PWC or its designee, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- (c) All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be specified in the Contract Documents.

#### Section 7.04 "Or Equals"

- (a) Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Project Engineer authorize the use of other items of material or equipment under the circumstances described below.

- (i) If Project Engineer determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Project Engineer shall deem it an "or equal" item and confirm such in writing to Contractor. A proposed item of material or equipment will be considered functionally equal to an item so named if:
  - 1) in the exercise of reasonable judgment Project Engineer determines that:
    - a) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - b) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - c) it has a proven record of performance and availability of responsive service; and
    - d) it is not objectionable to PWC.
  - 2) Contractor certifies that, if approved and incorporated into the Work:
    - a) there will be no increase in the Contract Price or Contract Times; and
    - b) it will conform substantially to the detailed requirements of the item specified in the Contract Documents.
- (b) Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- (c) Project Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Project Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Project Engineer will be the sole judge of acceptability. Contractor shall not order, furnish, install, or utilize any "or-equal" it until Project Engineer has reviewed the request, determined that the proposed item is an "or-equal," and provided written confirmation to Contractor.
- (d) Project Engineer's denial of an "or-equal" request shall be final and binding and may not be reversed through an appeal under any provision of the Contract Documents.

#### Section 7.05 Concerning Subcontractors, Suppliers, and Others

- (a) Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to PWC.
- (b) Contractor shall not subcontract more than forty-nine percent (49%) of the final Contract Price.
- (c) Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract Documents.
- (d) After the submittal of Contractor's Bid or final negotiation of the terms of the Agreement, PWC may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work.
- (e) Prior to entry into any binding subcontract or purchase order, Contractor shall submit to PWC the identity of the proposed Subcontractor or Supplier (unless PWC has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process

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or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to PWC unless PWC raises a substantive, reasonable objection within five (5) Business Days.

- (f) No acceptance by PWC of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of PWC to the completion of the Work in accordance with the Contract Documents.
- (g) Contractor shall be fully responsible to PWC for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- (h) Contractor shall be solely responsible for scheduling and coordinating the Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- (i) Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with PWC, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- (j) All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of PWC.
- (k) PWC may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- (l) Nothing in the Contract Documents:
  - (i) shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between PWC or Design Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - (ii) shall create any obligation on the part of PWC or Design Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

### Section 7.06 Patent Fees and Royalties

- (a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of PWC, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by PWC in the Contract Documents.

### Section 7.07 Permits

- (a) Unless otherwise specified in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses necessary to achieve Completion of the Project. Contractor shall timely seek assistance from PWC if necessary to obtain any permits or

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licenses; provided that, the Contract Time shall not be extended if PWC determines, in its discretion, that Contractor delayed or otherwise did not act expeditiously in requesting such assistance. PWC shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for Completion of the Project that are applicable at the time of the submission of Contractor's Bid.

### Section 7.08 Taxes

- (a) Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the applicable Laws and Regulations for the Project and which are applicable during the performance of the Work.

### Section 7.09 Laws and Regulations

- (a) Contractor shall give all notices required by, and shall comply with, all Laws and Regulations applicable to the Project. Except as otherwise expressly required, PWC shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- (b) Contractor shall bear all resulting costs and losses for any of its actions or inactions that are contrary to Laws or Regulations.
- (c) PWC or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under the Agreement) concerning any Laws or Regulations having an effect on the Contract Price or Contract Times, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If PWC and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 calendar days of such notice Contractor may submit a Change Proposal.

### Section 7.10 Record Documents

- (a) Contractor shall maintain in good order one (1) printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. These record documents, together with all approved Samples, will be available to Project Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to PWC.

### Section 7.11 Safety and Protection

- (a) Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - (i) all persons on the Site or who may be affected by the Work;
  - (ii) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

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- (iii) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- (b) Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify PWC, the owners of adjacent property or Underground Facilities, and other contractors and owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- (c) Contractor shall comply with the requirement of any of PWC's applicable health programs, which may be revised from time to time based on specific circumstances or applicable guidance from the Center for Disease Control or other applicable entity. Such health programs will be identified in the Special Conditions if applicable to the Project.
- (d) Contractor shall comply with the requirements of PWC's applicable safety programs. The Special Conditions identify any of PWC's safety programs that are applicable to the Project.
- (e) Contractor shall remedy, at its expense, all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- (f) Contractor's duties and responsibilities for safety and protection shall continue until such time as Completion of the Project is achieved.
- (g) Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- (h) Contractor shall designate in writing to PWC a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### Section 7.12 Emergencies

- (a) In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to, and shall, act to prevent threatened damage, injury, or loss. Contractor shall give PWC prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused or are required as a result of any emergency. If PWC determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

### Section 7.13 Shop Drawings, Samples, and Other Submittals

- (a) Contractor shall timely submit Shop Drawings and Samples required by the Contract

Documents to Project Engineer for review and approval in accordance with applicable specifications.

- (b) Before submitting a Shop Drawing or Sample, Contractor shall have
  - (i) reviewed the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - (ii) verified all measurements, quantities, dimensions, performance and design criteria, installation requirements, materials, catalog numbers, and similar information;
  - (iii) verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - (iv) verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- (c) With each submittal, Contractor shall give Project Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to PWC for review and approval of each such variation.
- (d) Where a Shop Drawing or Sample is required by the Contract Documents, any related Work performed prior to Project Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- (e) Project Engineer will provide timely review of any required Shop Drawings and Samples. Such review, and subsequent determination of approval, will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- (f) Project Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- (g) Project Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- (h) Project Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall not result in such item becoming a Contract Document.
- (i) Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples.
- (j) Resubmittal Procedures:
  - (i) Contractor shall make corrections required by Project Engineer and shall return the



required number of corrected copies of Shop Drawings and submit new Samples as required for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by PWC or Project Engineer on previous submittals.

- (ii) Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three (3) submittals. If PWC has engaged a Design Engineer for the Project, Design Engineer will record Design Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Design Engineer's charges to PWC for such time. PWC may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
- (iii) If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Design Engineer's charges to PWC for its review time, and PWC may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

#### Section 7.14 Contractor's General Warranty and Guarantee

- (a) In order to induce PWC to enter into an Agreement with Contractor for the Project, Contractor warrants and guarantees to PWC that:
  - (i) Contractor is duly licensed in the State of North Carolina to complete all Work necessary for the Project, is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform the Agreement in accordance with the terms and conditions of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against it in accordance with its terms.
  - (ii) Contractor has read the Contract Documents, and acknowledges and understands all data, materials, specifications, and requirements identified in the Contract Documents.
  - (iii) Contractor has visited the site for the Project, conducted a thorough, visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance in completing the Project.
  - (iv) Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance to complete the Project.
  - (v) Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the site and all drawings of physical conditions relating to existing surface or subsurface structures at the site that have been identified in the Detail Specifications and any accompanying reports and drawings, and (2) reports and drawings relating to any Hazardous Environmental Condition at or adjacent to the site that have been identified in the Contract Documents and any accompanying reports and drawings.
  - (vi) Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- (vii) Based on the information and observations referred to in subsection “(v)” of this Section, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price and in accordance with the other terms and conditions of the Contract Documents.
  - (viii) Contractor is aware of the general nature of work to be performed by PWC and others at the Site that relates to the Work as indicated in the Contract Documents.
  - (ix) Contractor has given PWC written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by PWC is acceptable to Contractor.
  - (x) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - (xi) Contractor’s entry into this Agreement constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
  - (xii) Contractor has no business or personal relationship with any PWC Commissioner, officer, director, manager, or supervisor and Contractor covenants to disclose immediately to PWC any such relationship that develops during the performance of Work on the Project.
- (b) Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:
- (i) observations by Project Engineer;
  - (ii) recommendation by Project Engineer or payment by PWC of any progress or final payment;
  - (iii) the issuance of a certificate of Substantial Completion by Project Engineer or any payment related thereto by PWC;
  - (iv) use or occupancy of the Work or any part thereof by PWC;
  - (v) any review and approval of a Shop Drawing or Sample submittal;
  - (vi) the issuance of a notice of acceptability by Project Engineer;
  - (vii) any inspection, test, or approval by others; or
  - (viii) any correction of defective Work by PWC.
- (c) If the Contract Documents requires the Contractor to accept the assignment of a contract entered into by PWC, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor’s performance obligations to PWC for the Work described in the assigned contract.

#### Section 7.15 Indemnification

- (a) Contractor shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives and the City and its elected officials, managers, employees, agents, and representatives and Designer (collectively “Indemnitees”) from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys’ fees) asserted by one or more third parties against one or more of the Indemnitees if the Fault of one or more Responsible Persons is a proximate cause of the loss, damage, or expense indemnified.
- (b) Contractor’s obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of the Agreement.

- (c) In any and all claims against the Indemnitees of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### Section 7.16 Claims Procedure

- (a) PWC shall notify the Contractor of all potential claims related to the Work within seven (7) calendar days of receiving notification or having knowledge of such potential claim. Should the Contractor receive a potential claim related to the Work, the Contractor shall notify PWC within seven (7) calendar days of receiving notification. The Contractor shall provide the claimant and PWC with a written response acknowledging receipt of the claim within seven (7) calendar days.
- (b) If the Contractor meets with the Claimant about the claim, a representative designated by PWC shall be present at all times. PWC shall maintain a record of any claim received, and the steps taken to resolve. PWC shall also concurrently investigate each case. The Contractor agrees to furnish PWC any information regarding the claim, the actions which led to the claim and/or the investigation of the claim. Contractor shall provide their proposed response to PWC within thirty (30) calendar days of receiving the claim. Upon receipt of the response PWC and the Contractor will discuss and reach a mutual agreement of the response necessary to send to the Claimant within fifteen (15) calendar days. Once the agreement is made the Contractor shall make a formal written resolution to the claimant.
- (c) Failure to act in good faith or respond to a claim in the timelines established by the Contract Documents will constitute a lack of response by the Contractor, therefore validating the claim. PWC will deduct the total amount of the claim from the monthly pay application. Failure to comply with the above requirements for resolving claims may, at the sole discretion of PWC, result in breach of contract.
- (d) The Contractor is aware of these claims procedures and understands that it is the PWC's practice to pursue reimbursement/subrogation for any and all claims related expenses, which are incurred as a result of the Contractor's performance under this Contract Documents and allowed within the applicable statute of limitations.

#### Section 7.17 Delegation of Professional Design Services

- (a) Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- (b) If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, PWC will specify all performance and design criteria that such services must satisfy.

Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to PWC.

- (c) PWC shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided PWC has specified to Contractor all performance and design criteria that such services must satisfy.
- (d) Pursuant to this Section, PWC's, or its designee's, review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. PWC specifically retains final approval of such submittals.
- (e) Contractor shall not be responsible for the adequacy of the performance or design criteria specified by PWC.

## **Article VIII. PWC's Responsibilities**

- (a) In awarding the bid to Contractor and executing the applicable Agreement, PWC acknowledges the following responsibilities:
  - (i) Except as otherwise provided in these General Conditions, PWC shall issue all communications directly to Contractor or its designee.
  - (ii) PWC may at its discretion replace Design Engineer and Project Engineer. The replacement Design Engineer or Project Engineer's status under the Contract Documents shall be that of the former Design Engineer or Project Engineer.
  - (iii) PWC shall promptly furnish the data required of PWC under the Contract Documents.
  - (iv) PWC shall make payments to Contractor when they are due as provided in the Contract Documents.
  - (v) PWC shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. PWC will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
  - (vi) Upon request of Contractor, PWC shall furnish to Contractor reasonable evidence that financial arrangements have been made to satisfy PWC's obligations under the Contract Documents (including obligations under proposed changes in the Work).
  - (vii) While at the Site, PWC's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which PWC has been informed.
  - (viii) PWC shall furnish copies of any applicable PWC safety program(s) to Contractor, which Contractor shall review and implement.

## **Article IX. Amending the Contract Documents; Changes in the Work**

Section 9.01 Amending and Supplementing Contract Documents

- (a) The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - (i) Change Orders: If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
  - (ii) Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 9.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. PWC must submit any dispute or request seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  - (iii) Field Orders: Project Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on PWC and on Contractor, which shall perform promptly the Work involved. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

Section 9.02 PWC-Authorized Changes in the Work

- (a) Without invalidating the Agreement and without notice to any surety, PWC may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Design Engineer's recommendation when applicable and to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work as revised. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

Section 9.03 Unauthorized Changes in the Work

- (a) Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented.

#### Section 9.04 Change of Contract Price

- (a) The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of these General Conditions.
- (b) An adjustment in the Contract Price will be determined as follows:
  - (i) where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved; or
  - (ii) where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit as agreed to in writing by the Parties); or
  - (iii) where the Work involved is not covered by unit prices contained in the Contract Documents and the Parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work plus a reasonable Contractor's fee for overhead and profit.
- (c) Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - (i) a mutually acceptable fixed fee; or
  - (ii) if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - 1) for unit prices, the Contractor's fee shall be fifteen percent (15%);
    - 2) for all other costs incurred, the Contractor's fee shall be five percent (5%);
    - 3) the amount of credit to be allowed by Contractor to PWC for any change that results in a net decrease in the Contract Price will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - 4) when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change.

#### Section 9.05 Change of Contract Times

- (a) The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 9.06.
- (b) An adjustment of the Contract Times shall be subject to the limitations set forth in these Contract Document as it concerns delays in Contractor's progress.

#### Section 9.06 Change Proposals

- (a) Contractor shall submit a Change Proposal to PWC to request an adjustment in the Contract Times and/or Contract Price. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
- (i) Procedures: Contractor shall submit each Change Proposal to PWC promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in

Contract Price or Contract Time (if any), to PWC within 15 calendar days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- (ii) PWC Action: PWC will review each Change Proposal and, within 30 calendar days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing to Contractor. If PWC does not take action on the Change Proposal within 30 calendar days, then the Change Proposal is deemed denied, thereby commencing the time for appeal under these General Conditions.
- (iii) Binding Decision: PWC's decision will be final and binding unless Contractor appeals the decision.

#### Section 9.07 Execution of Change Orders

- (a) PWC and Contractor shall execute appropriate Change Orders covering:
  - (i) changes in the Contract Price or Contract Times that are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;
  - (ii) changes in Contract Price resulting from a PWC set-off, unless Contractor has duly contested such set-off;
  - (iii) changes in the Work which are: (a) ordered by PWC, (b) required because of PWC's acceptance of defective Work or PWC's correction of defective Work, or (c) agreed to by the parties, subject to the need for Design Engineer's recommendation if the change in the Work involves the design (as set forth in the Contract Documents), or other engineering or technical matters; and
  - (iv) changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results.
- (b) If PWC or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Section, it shall be deemed to be of full force and effect as if fully executed.

#### Section 9.08 Notification to Surety

- (a) If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **Article X. Tests, Inspections, and Approvals; Correction, Removal, or Acceptance of Defective Work**

#### Section 10.01 Access to Work

- (a) PWC, Design Engineer, their consultants and other representatives and personnel of PWC, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing.

## General Conditions (Rev 7/2023)

Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### Section 10.02 Tests, Inspections, and Approvals

- (a) Contractor shall give Project Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- (b) PWC shall retain and pay for the initial services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by PWC, except those costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 10.05.
- (c) If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the required certificates of inspection or approval to PWC.
- (d) Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - (i) by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to PWC;
  - (ii) to attain PWC's and Design Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - (iii) by manufacturers of equipment furnished under the Contract Documents;
  - (iv) for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - (v) for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to PWC, as confirmed in writing by Project Engineer to Contractor.

- (e) If the Contract Documents require the Work (or part thereof) to be approved by PWC or its designee, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- (f) If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Engineer, Contractor shall, if requested by Project Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given PWC timely notice of Contractor's intention to cover the same and PWC had not acted with reasonable promptness in response to such notice.

### Section 10.03 Defective Work



## General Conditions (Rev 7/2023)

- (a) It is Contractor's obligation to assure that the Work is not defective.
- (b) PWC or its designee has the authority to determine whether Work is defective, and to reject defective Work.
- (c) Prompt notice of all defective Work of which PWC has actual knowledge will be given to Contractor.
- (d) Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if PWC has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- (e) When correcting defective Work, Contractor shall take no action that would void or otherwise impair PWC's special warranty and guarantee, if any, on said Work.
- (f) In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against PWC by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if PWC and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then PWC may impose a reasonable set-off against payments due.

### Section 10.04 Acceptance of Defective Work

- (a) If, instead of requiring correction or removal and replacement of defective Work, PWC prefers to accept it, PWC may do so (subject, if such acceptance occurs prior to final payment, to Design Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety).
- (b) Contractor shall pay all claims, costs, losses, and damages attributable to PWC's evaluation of and determination to accept such defective Work (such costs to be approved by PWC as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order.
- (c) If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then PWC may impose a reasonable set-off against payments due. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to PWC.

### Section 10.05 Uncovering Work

- (a) PWC has discretion to require, at its initial cost, additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- (b) If any Work is covered contrary to the written request of PWC, then Contractor shall, if requested by PWC or its designee, uncover such Work for observation, and then replace

the covering, all at Contractor's expense.

- (c) If PWC considers it necessary or advisable that covered Work be observed by PWC or inspected or tested by others, then Contractor, at PWC's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as PWC may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - (i) If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility PWC shall be entitled to impose a reasonable set-off against payments due.
  - (ii) If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 calendar days of the determination that the Work is not defective.

#### Section 10.06      PWC May Stop the Work

- (a) If the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then PWC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of PWC to stop the Work shall not give rise to any duty on the part of PWC to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### Section 10.07      PWC May Correct Defective Work

- (a) If Contractor fails within the time specified by PWC in a written notice from PWC to correct defective Work, or to remove and replace rejected Work as required by PWC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then PWC may, after seven (7) calendar days written notice to Contractor, correct or remedy any such deficiency.
- (b) In exercising the rights and remedies under this Section, PWC shall proceed expeditiously. In connection with such corrective or remedial action, PWC may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which PWC has paid Contractor but which are stored elsewhere. Contractor shall allow PWC and its officers, employees, representatives, agents and other contractors, and Design Engineer and its employees and agents access to the Site to enable PWC to exercise the rights and remedies under this Section.
- (c) All claims, costs, losses, and damages incurred or sustained by PWC in exercising the rights and remedies under this Section will be charged against Contractor as set-offs against payments due. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by

correction, removal, or replacement of Contractor's defective Work.

- (d) Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by PWC of PWC's rights and remedies under this Section.

## **Article XI. Claims**

### **Section 11.01      Claims Process**

- (a) The following disputes between PWC and Contractor shall be submitted to the Claims process set forth in this Article:
  - (i) Appeals by PWC or Contractor of Design Engineer's decisions regarding Change Proposals;
  - (ii) PWC or Contractor's demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - (iii) Disputes that Design Engineer has been unable to address because they do not involve the design (as set forth in the Contract Documents), the acceptability of the Work, or other engineering or technical matters.

### **Section 11.02      Submittal of Claim**

- (a) The party submitting a claim shall deliver it directly to the other party to the Agreement promptly (but in no event later than 30 calendar days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 calendar days of the decision under appeal. The responsibility to substantiate a claim shall rest with the party making the claim. In the case of a claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

### **Section 11.03      Review and Resolution**

- (a) The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party.

### **Section 11.04      Dispute Resolution**

- (a) In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute") and involving any two or more of the following parties, PWC, Design Engineer, Contractor or any subcontractor of Contractor, the party initiating the Dispute shall serve written notice of a Dispute on the party(ies) to the dispute, and those parties shall endeavor to settle the dispute first through direct, informal discussions between the parties' selected representatives. Any such representative(s) shall have binding authority to settle the Dispute. In the event the parties do not settle the Dispute within ten (10) calendar days from the date of written notice of the Dispute, any

party to the Dispute may, by written notice to the other party(ies), engage a mediator certified under the laws of the State of North Carolina to mediate the Dispute within thirty (30) calendar days of such notice. The parties to the Dispute shall attend mediation in good faith. In the event mediation is unsuccessful, any party to the dispute may initiate arbitration proceedings. Any controversy or claim arising out of or relating to the Contract Documents, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All of the foregoing dispute resolution procedures shall be held in Cumberland County, North Carolina. The costs of the mediator and arbitrator in a dispute resolution process shall be divided equally among the parties to the process; provided, however, PWC shall bear at least one-third of the cost if PWC is a party to the dispute resolution and the remainder of the cost shall be divided equally among the other parties participating in the dispute resolution. PWC shall, in its contractual arrangements with Design Engineer, and Contractor shall, in its contracts with Subcontractors and they in their contracts with lower-tier subcontractors authorize and direct such parties to participate in the dispute resolution procedures set forth in this Section. Unless otherwise directed in writing by PWC, Contractor shall continue the Project and maintain compliance with the scheduling deadlines set forth in the Contract Documents during any dispute resolution proceedings. If Contractor continues to perform, PWC shall make payments due for the continued performance in accordance with this Agreement. The provisions of this Section shall not extend any applicable statutes of limitation or repose.

## **Article XII. Payments to Contractor; Set-Offs; Completion; Correction Period**

### **Section 12.01      Progress Payments**

- (a) The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Project Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period. Progress payments for cost-based Work will be based on the Cost of the Work completed by the Contractor during the pay period.
- (b) Applications for Payments:
  - (i) Contractor shall submit to Project Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that PWC has received the materials and equipment free and clear, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect PWC's interest.
  - (ii) Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - (iii) The amount of retainage for progress payments will be as stipulated in the Contract

Documents.

(c) Review of Applications:

- (i) Project Engineer will, within ten (10) Business Days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to PWC, or return the Application to Contractor indicating in writing Project Engineer's reason(s) for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.
- (ii) Project Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Engineer to PWC, based on Project Engineer's observations of the executed Work, and on Project Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Project Engineer's knowledge, information, and belief:
  - 1) the Work has progressed to the point indicated;
  - 2) the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and
  - 3) the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Project Engineer's responsibility to observe the Work.
- (iii) By recommending any such payment Project Engineer will not thereby be deemed to have represented that:
  - 1) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Project Engineer in the Contract Documents; or
  - 2) there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by PWC or entitle PWC to withhold payment to Contractor.
- (iv) Neither Project Engineer's review of Contractor's Work for the purposes of recommending payments nor Project Engineer's recommendation of any payment, including final payment, will impose responsibility on Project Engineer:
  - 1) to supervise, direct, or control the Work, or
  - 2) for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - 3) for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - 4) to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price.
- (v) Project Engineer may refuse to recommend the whole or any part of any payment if, in Project Engineer's opinion, it would be incorrect to make the representations to PWC outlined in this Section.

- (d) Project Engineer will recommend reductions in payment (set-offs) necessary in Project Engineer's opinion to protect PWC from loss because:
  - (i) the Work is defective, requiring correction or replacement;
  - (ii) the Contract Price has been reduced by Change Orders;
  - (iii) PWC has been required to correct defective Work or has accepted defective Work in accordance with these General Conditions;
  - (iv) PWC has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - (v) Project Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- (e) Payment Becomes Due:
  - (i) Twenty (20) Business Days after presentation of the Application for Payment to PWC with Project Engineer's recommendation, the amount recommended (subject to any PWC set offs) will become due, and when due will be paid by PWC to Contractor.
- (f) Reductions in Payment by PWC:
  - (i) In addition to any reductions in payment (set-offs) recommended by Project Engineer, PWC is entitled to impose a set-off against payment based on any of the following:
    - 1) PWC has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - 2) Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
    - 3) Contractor has failed to provide and maintain required bonds or insurance;
    - 4) PWC has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
    - 5) PWC has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - 6) the Work is defective, requiring correction or replacement;
    - 7) PWC has been required to correct defective Work or has accepted defective Work in accordance with the Contract Documents;
    - 8) the Contract Price has been reduced by Change Orders;
    - 9) an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
    - 10) liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Completion of the Project; or
    - 11) there are other items entitling PWC to a set off against the amount recommended.
  - (ii) If PWC imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Project Engineer, PWC will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. PWC shall promptly pay Contractor the amount so withheld, or any adjustment agreed to by PWC and Contractor if Contractor remedies the reasons for

such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

- (iii) Upon a subsequent determination that PWC's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due and subject to interest as provided in the Contract Documents.

## Section 12.02      Substantial Completion

- (a) When Contractor considers the entire Work ready for its intended use Contractor shall notify PWC and Design Engineer in writing that the entire Work is substantially complete and request that PWC acknowledge in writing that Contractor has met Substantial Completion.
- (b) Promptly after Contractor's notification, PWC, Contractor, and Design Engineer shall make an inspection of the Work to determine the status of completion. If PWC does not consider the Work substantially complete, PWC will notify Contractor in writing giving the reasons therefor. PWC shall thereafter submit to Contractor an initial draft of punch list items to be completed or corrected before final payment.
- (c) If Design Engineer considers the Work substantially complete, Design Engineer will deliver to PWC a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Design Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. PWC shall have seven (7) Business Days after receipt of the preliminary certificate to make written objection to Design Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, PWC concludes that the Work is not substantially complete, PWC will, within fourteen (14) calendar days after submission of the preliminary certificate to PWC, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor.
- (d) At the time of receipt of the preliminary certificate of Substantial Completion, PWC and Contractor will confer regarding PWC's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by PWC. Unless PWC and Contractor agree otherwise in writing, PWC shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon PWC use or occupancy of the Work.
- (e) After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment and shall complete such items within the time specified by PWC. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- (f) PWC shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

Section 12.03 Partial Use or Occupancy

- (a) Prior to Substantial Completion of all the Work, PWC may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which PWC, Design Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by PWC for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - (i) At any time PWC may request in writing that Contractor permit PWC to use or occupy any such part of the Work that PWC believes to be substantially complete.
  - (ii) At any time Contractor may notify PWC and Design Engineer in writing that Contractor considers any such part of the Work substantially complete and request Design Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - (iii) Within a reasonable time after either such request, PWC, Contractor, and Design Engineer shall make an inspection of that part of the Work to determine its status of completion. If Design Engineer does not consider that part of the Work to be substantially complete, Design Engineer will notify PWC and Contractor in writing giving the reasons therefor.
  - (iv) No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements regarding builder's risk or other property insurance.

Section 12.04 Final Inspection

- (a) Upon written notice from Contractor that Completion of the Project has been achieved or an agreed portion thereof is complete, PWC will promptly make a final inspection with Project Engineer, Design Engineer, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Section 12.05 Final Payment

- (a) Application for Payment:
  - (i) After Contractor has, in the opinion of PWC, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents, Contractor may make application for final payment.
  - (ii) The final Application for Payment shall be accompanied (except as previously delivered) by:
    - 1) all documentation called for in the Contract Documents;
    - 2) consent of the surety, if any, to final payment;
    - 3) satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to PWC free and clear or will so pass upon final payment;
    - 4) a list of all disputes that Contractor believes are unsettled; and
    - 5) complete and legally effective releases or waivers (satisfactory to PWC) required by the Contract Documents.



- (iii) If Design Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Design Engineer will, within ten (10) Business Days after receipt of the final Application for Payment, indicate in writing Design Engineer's recommendation of final payment and present the Application for Payment to PWC for payment. Such recommendation shall account for any set-offs against payment that are necessary in Design Engineer's opinion to protect PWC from loss for the reasons stated above with respect to progress payments. At the same time Design Engineer will also give written notice to PWC and Contractor that the Work is acceptable and that Completion of the Project has been achieved. Otherwise, Design Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- (iv) Within thirty (30) calendar days after the presentation to PWC of the final Application for Payment and accompanying documentation, the amount recommended by Design Engineer (less any further sum PWC is entitled to set off against Design Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by PWC to Contractor.

#### Section 12.06      Waiver of Claims

- (a) The making of final payment will not constitute a waiver by PWC of claims or rights against Contractor. PWC expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from Contractor's indemnification obligations, or from Contractor's continuing obligations under the Contract Documents.
- (b) The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against PWC other than those pending matters that have been duly submitted or appealed under the provisions of the Contract Documents.

#### Section 12.07      Correction Period

- (a) If within one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to PWC and in accordance with PWC's written instructions:
  - (i) correct the defective repairs to the Site or such other adjacent areas;
  - (ii) correct such defective Work;
  - (iii) if the defective Work has been rejected by PWC, remove it from the Project and replace it with Work that is not defective, and
  - (iv) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- (b) If Contractor does not promptly comply with the terms of PWC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, PWC may have

the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- (c) In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date only as provided in the Contract Documents.
- (d) Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article XII, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- (e) Contractor's obligations under this Article XII are in addition to all other obligations and warranties. The provisions of this Article XII shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### **Article XIII. Suspension of Work and Termination**

#### **Section 13.01 PWC May Suspend Work**

- (a) At any time and without cause, PWC may suspend the Work or any portion thereof for a period of not more than 90 consecutive calendar days by written notice to Contractor and Design Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than thirty (30) calendar days after the date fixed for resumption of Work.

#### **Section 13.02 PWC May Terminate for Cause**

- (a) The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - (i) Contractor's continued failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - (ii) Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - (iii) Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - (iv) Contractor's repeated disregard of the authority of PWC, Project Engineer, or Design Engineer.
- (b) If one or more of the events identified in Paragraph 13.02(a) occurs, then after giving Contractor (and any surety) ten (10) calendar days written notice that PWC is considering a declaration that Contractor is in default and termination of the Agreement, PWC may proceed to:
  - (i) declare Contractor to be in default, and give Contractor (and any surety) notice that the

- Contract is terminated; and
- (ii) enforce the rights available to PWC under any applicable performance bond.
  - (c) Subject to the terms and operation of any applicable performance bond, if PWC has terminated the Contract for cause, PWC may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which PWC has paid Contractor but which are stored elsewhere, and complete the Work as PWC may deem expedient.
  - (d) PWC may not proceed with termination of the Contract under Paragraph 13.02(b) if Contractor within seven (7) calendar days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure and such efforts are agreed to by PWC.
  - (e) If PWC proceeds as provided in Paragraph 13.02(b), Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by PWC, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to PWC. Such claims, costs, losses, and damages incurred by PWC will be reviewed by PWC as to their reasonableness and, when so approved by PWC, incorporated in a Change Order.
  - (f) Where Contractor's services have been so terminated by PWC, the termination will not affect any rights or remedies of PWC against Contractor then existing or which may thereafter accrue, or any rights or remedies of PWC against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by PWC will not release Contractor from liability.
  - (g) The provisions of any applicable payment or performance bond shall govern over any inconsistent provisions of this Section.

### Section 13.03      PWC May Terminate For Convenience

- (a) Upon seven (7) calendar days written notice to Contractor, PWC may, without cause and without prejudice to any other right or remedy of PWC, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - (i) completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - (ii) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - (iii) other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- (b) Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

**Section 13.04**      **Contractor May Stop Work or Terminate**

- (a) If, through no act or fault of Contractor, (1) the Work is suspended for more than ninety (90) consecutive calendar days by PWC or under an order of court or other public authority or (2) PWC fails for sixty (60) calendar days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) calendar days written notice to PWC, and provided PWC does not remedy such suspension or failure within that time, terminate the Contract and recover from PWC payment on the same terms as provided in this Article.
- (b) In lieu of terminating the Contract and without prejudice to any other right or remedy, if PWC has failed for thirty (30) calendar days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) calendar days after written notice to PWC, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**Section 13.05**      **Morality**

- (a) If, in the sole opinion of PWC, at any time Contractor or any of its owner(s) or employee(s) or agent(s) (each party, owner, employee, and agent is an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by PWC or are scandalous or inconsistent with community standards or good citizenship or may adversely affect PWC's finances, public standing, image, or reputation or are embarrassing or offensive to PWC or may reflect unfavorably on PWC or are derogatory or offensive to one or more employee(s) or customer(s) of PWC, PWC may immediately upon written notice to Contractor terminate the Agreement, in addition to any other rights and remedies that PWC may have pursuant to the Contract Documents or at law or in equity.

**Article XIV.      Miscellaneous**

**Section 14.01**      **Additional General Terms and Conditions**

- (a) Contractor shall be subject to any additional terms and conditions for this Project as set forth in the applicable Appendices as specific in the Agreement, which is incorporated by reference as if set forth word-for-word herein.

**Section 14.02**      **Giving Notice**

- (a) Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - (i) delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
  - (ii) delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
  - (iii) sent to PWC or Contractor's designee(s) via email, with a confirmation of receipt.

Section 14.03      Computation of Times

- (a) When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

Section 14.04      Cumulative Remedies

- (a) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

Section 14.05      Limitation of Damages

- (a) With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither PWC nor Design Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

Section 14.06      No Waiver

- (a) A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or any other provision of the Contract Documents.

Section 14.07      Survival of Obligations

- (a) All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement or termination of the services of Contractor.

Section 14.08      Controlling Law

- (a) The Agreement shall be governed by the law of the State of North Carolina.

Section 14.09 Headings

- (a) Article and paragraph headings, numbers, and letters are inserted for convenience only and do not constitute parts of these General Conditions.

**DIVISION 1**

**PERFORMANCE BOND**

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

Name of Principal: \_\_\_\_\_

(Contractor)

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

Name of Contracting

Body: Fayetteville Public Works Commission, Fayetteville, N.C.

**Amount of Bond:** \_\_\_\_\_

**PROJECT: ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

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

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

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

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

Executed in \_\_\_\_\_ counterparts.

---

**ROOF MEMBRANE REPLACEMENT**

Witness:

\_\_\_\_\_  
(Proprietorship of Partnership)

By:

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

\_\_\_\_\_  
(Corporate Secretary or  
Assistant Secretary, Only)

CONTRACTOR:

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

By:

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

\_\_\_\_\_  
(Owner, Partner, Corporate President or  
Vice-President, Only)  
**(CORPORATE SEAL)**

Witness:

\_\_\_\_\_

SURETY COMPANY:

\_\_\_\_\_  
(Surety Company Name)

By:

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

Countersigned:

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

\_\_\_\_\_  
(Attorney in Fact)  
**(SURETY CORPORATE SEAL)**

## **PAYMENT BOND**

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

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

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

Name of Contracting

Body: Fayetteville Public Works Commission, Fayetteville, N.C.

**Amount of Bond:** \_\_\_\_\_

**PROJECT: ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

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

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

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

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



Executed in \_\_\_\_\_ counterparts.

Witness:

CONTRACTOR:

\_\_\_\_\_  
(Proprietorship of Partnership)

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

By:

By:

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

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

\_\_\_\_\_  
(Corporate Secretary or  
Assistant Secretary, Only)

\_\_\_\_\_  
(Owner, Partner, Corporate President or  
Vice-President, Only)  
**(CORPORATE SEAL)**

Witness:

SURETY COMPANY:

\_\_\_\_\_

\_\_\_\_\_  
(Surety Company Name)

By:

Countersigned:

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

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

\_\_\_\_\_  
(Attorney in Fact)  
**(SURETY CORPORATE SEAL)**

**POWER OF ATTORNEY  
(ATTACH)**

**CERTIFICATE(S) OF INSURANCE**  
**(Attach)**

## NOTICE TO PROCEED

TO: \_\_\_\_\_

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

PROJECT: **ROOF MEMBRANE REPLACEMENT FOR APPARATUS REPAIR SHOP**

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2025, and you are to complete the WORK within the **contract period** thereafter. The date of final completion therefore is \_\_\_\_\_.

### FAYETTEVILLE PUBLIC WORKS COMMISSION

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

Candice Kirtz

Director of Supply Chain

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**(CONTRACTOR)**

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

TITLE: \_\_\_\_\_

- END OF SECTION -

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ROOF MEMBRANE REPLACEMENT

## **SECTION C – TECHNICAL SPECIFICATIONS**

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

#### 1.2 PROJECT INFORMATION

##### A. Project Identification: PWC Apparatus Shop Roof Replacement.

1. Project Locations:
  - a. Apparatus Shop: 1095 Commission Dr. Fayetteville 28301

##### B. Owner: Fayetteville Public Works Commission.

1. Owner's Representative: Steve West; [steve.west@faypwc.com](mailto:steve.west@faypwc.com); (910) 223-4305 ofc.

##### C. Engineer: Fleming & Associates, PA; 1004 Hay St., Fayetteville, NC 28305; (910) 433-2825; [www.flemingandassociates.com](http://www.flemingandassociates.com).

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

##### A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Re-roofing at one building totaling approximately 13,000 square feet of roof area and other Work indicated in the Contract Documents.

##### B. Type of Contract:

1. Project will be constructed under a single prime contract.

#### 1.4 CONTRACTOR'S USE OF SITE AND PREMISES

##### A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

#### 1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

## 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000



## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Contingency allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.

#### 1.2 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, vehicle expenses, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

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

### 3.2 PREPARATION

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

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

#### 1.2 DEFINITIONS

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

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, vehicle expenses, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 02 – Retrofit roof drain installation:
  - 1. Description: Retrofit existing roof drain per Section 221423 "Storm Drainage Piping Specialties."
  - 2. Unit of Measurement: \$/drain.
  - 3. Quantity Allowance: 2 drains.

B. Unit Price No. 03 – Replacement of existing 2x4:

1. Description: Replace existing 2x4 with treated 2x4 according to Section 061053 “Miscellaneous Rough Carpentry.”
2. Unit of Measurement: \$/linear foot.
3. Quantity Allowance: 100 linear feet.

C. Unit Price No. 04 – Replacement of existing 2x6:

1. Description: Replace existing 2x6 with treated 2x6 according to Section 061053 “Miscellaneous Rough Carpentry.”
2. Unit of Measurement: \$/linear foot.
3. Quantity Allowance: 100 linear feet.

D. Unit Price No. 05 – Replacement of existing 2x8:

1. Description: Replace existing 2x8 with treated 2x8 according to Section 061053 “Miscellaneous Rough Carpentry.”
2. Unit of Measurement: \$/linear foot.
3. Quantity Allowance: 100 linear feet.

E. Unit Price No. 06 – Walkway pads:

1. Description: Install walkway pads per Sections 075419 “Polyvinyl-Chloride (PVC) Roofing”.
2. Unit of Measurement: \$/square foot.
3. Quantity Allowance: See plans.

F. Unit Price No. 07 – Polyiso insulation:

1. Description: Install new polyiso insulation according to Sections 075419 “Polyvinyl-Chloride (PVC) Roofing.”
2. Unit of Measurement: \$/square foot of 2.0” thick insulation.
3. Quantity Allowance: 200 square feet.

END OF SECTION 012200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.3 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Engineer.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Category and type of submittal.
8. Submittal purpose and description.
9. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
10. Drawing number and detail references, as appropriate.
11. Indication of full or partial submittal.
12. Location(s) where product is to be installed, as appropriate.
13. Other necessary identification.
14. Remarks.
15. Signature of transmitter.

B. Options: Identify options requiring selection by Engineer.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include

relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

- D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Color Charts: Submit three hard copies in addition to the PDF submittal. Hard copy shall be produced by the manufacturer and not a printout or photocopy.

#### 1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package, and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
  - 2. Color charts: Prepare in hard copy format and deliver to Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## 1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Engineer's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.

- d. Sample source.
  - e. Number and title of applicable Specification Section.
  - f. Specification paragraph number and generic name of each item.
- 3. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
- 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
  - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  - 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  - 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.



6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

1.6 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

#### 1.7 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return it.
  1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.
  2. Color charts: Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

## SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Rooftop equipment bases and support curbs.
  - 2. Wood blocking and nailers.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Preservative-treated wood.
  - 2. Power-driven fasteners.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

#### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC3b for exterior construction not in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

## 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Rooftop equipment bases and support curbs.
- B. Dimension Lumber Items: Pressure treated no. 2 grade lumber Southern Yellow Pine.

## 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

## 2.5 PLYWOOD NAILERS

- A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, A-C, in thickness indicated or, if not indicated, to match existing.

# PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction.
- C. Do not splice structural members between supports unless otherwise indicated.

- D. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 2. ICC-ES evaluation report for fastener.

### 3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

## SECTION 070150.19 - PREPARATION FOR REROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The Work of This Section Includes **(Apparatus Repair Shop)**:

1. Partial roof tear-off.
2. Roof re-cover preparation.
3. Base flashing removal.
4. Fastener pull-out testing.

#### 1.2 UNIT PRICES

- A. Work of this Section is affected by insulation removal and replacement unit price.

#### 1.3 DEFINITIONS

- A. Partial Roof Tear-off: Removal of selected components and accessories from existing roofing system.
- B. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.
- C. Roof Re-Cover Preparation: Existing roofing insulation is to remain and be prepared for new roof installed over it.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Field Test Reports: Fastener pull-out test report.
- B. Photographs or Video: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
1. Submit before Work begins.

## 1.6 QUALITY ASSURANCE

### A. Regulatory Requirements:

1. Comply with governing EPA notification regulations before beginning roofing removal.
2. Comply with hauling and disposal regulations of authorities having jurisdiction.

## 1.7 FIELD CONDITIONS

### A. Existing Roofing System: Coated PVC roofing.

### B. Owner will occupy portions of building immediately below reroofing area.

1. Conduct reroofing so Owner's operations are not disrupted.
2. Provide Owner with not less than 72 hours' written notice of activities that may affect Owner's operations.
3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
4. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.
  - a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.

### C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

### D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

### E. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to 20 psf for uniformly distributed loads.

### F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

1. Remove only as much roofing in one day as can be made watertight in the same day.

### G. Hazardous Materials:

1. It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
  - a. Hazardous materials will be removed by Owner before start of the Work.

## PART 2 - PRODUCTS

### 2.1 INFILL AND REPLACEMENT MATERIALS

- A. Use infill materials matching existing roofing system materials unless otherwise indicated.
  - 1. Infill materials are specified in Section 075419 "Polyvinyl-Chloride (PVC) Roofing" unless otherwise indicated.
- B. Wood blocking, curbs, and nailers are specified in Section 061053 "Rough Carpentry."
- C. Fasteners: Factory-coated steel fasteners with metal or plastic plates listed in FM Approvals' RoofNav, and acceptable to new roofing system manufacturer.

### 2.2 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protection of In-Place Conditions:
  - 1. Protect existing roofing system that is not to be reroofed.
- B. Test existing roof drains to verify that they are not blocked or restricted.
  - 1. Immediately notify Engineer of any blockages or restrictions.
- C. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- D. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
  - 1. Prevent debris from entering or blocking roof drains and conductors.
    - a. Use roof-drain plugs specifically designed for this purpose.
    - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
    - a. Do not permit water to enter into or under existing roofing system components that are to remain.
    - b.



## PARTIAL ROOF TEAR-OFF

- E. Notify Owner each day of extent of roof tear-off proposed for that day.
- F. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
- G. Partial Roof Tear-off: Where indicated on Drawings, remove existing roofing down to existing insulation and immediately check for presence of moisture.
  - 1. Remove wet or damp materials below existing roofing and above deck as directed by Engineer.
    - a. Removal is paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.
  - 2. Inspect wood blocking, curbs, and nailers for deterioration and damage.
    - a. If wood blocking, curbs, or nailers have deteriorated, immediately notify Engineer.
    - b. Removal is paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

## 3.2 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Engineer.
  - 1. Do not proceed with installation until directed by Engineer.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Engineer.
  - 1. Do not proceed with installation until directed by Engineer.

## 3.3 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.
  - 1. Installation of infill materials is specified in Section 075419 "Polyvinyl-Chloride (PVC) Roofing."
  - 2. Installation of wood blocking, curbs, and nailers is specified in Section 061000 "Rough Carpentry."
- B. Install new roofing patch over roof infill area.
  - 1. If new roofing is installed the same day tear-off is made, roofing patch is not required.

### 3.4 ROOF RE-COVER PREPARATION

- A. Remove mechanically attached roofing fastener buttons projecting above roofing, and other substrate irregularities from existing roofing that inhibit new recover boards from conforming to substrate.
  - 1. Broom clean existing substrate.
  - 2. Verify that existing substrate is dry.
    - a. Spot check substrates with an electrical capacitance moisture-detection meter.
  - 3. Remove materials that are wet or damp.
    - a. Removal will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

### 3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
  - 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
  - 1. Replace metal counterflashings damaged during removal with counterflashings specified in Section 076200 "Sheet Metal Flashing and Trim."

### 3.6 FASTENER PULL-OUT TESTING

- A. Retain independent testing and inspecting agency to conduct fastener pull-out tests according to SPRI FX-1, and submit test report to Engineer and roofing manufacturer before installing new roofing system.
  - 1. Obtain Engineer's and roofing manufacturer's approval to proceed with specified fastening pattern.
    - a. Roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

### 3.7 DISPOSAL

- A. Collect demolished materials and place in containers.
  - 1. Promptly dispose of demolished materials.
  - 2. Do not allow demolished materials to accumulate on-site.
  - 3. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

## SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Mechanically fastened polyvinyl chloride (PVC) roofing system.
2. Accessory roofing materials.
3. Insulation accessories and cover board.
4. Walkways.

#### 1.2 DEFINITIONS

- ##### A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

#### 1.3 PREINSTALLATION MEETINGS

##### A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Engineer, and roofing Installer.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

#### 1.4 ACTION SUBMITTALS

##### A. Product Data: For each type of product.

1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing.

##### B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Fastening patterns for corner, perimeter, and field-of-roof locations.

- C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Field Test Reports:
  - 1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- B. Field quality-control reports.
- C. Sample Warranties: For manufacturer's special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Manufacturers: A qualified manufacturer that is listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.
  - 2. Installers: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- B. Quality assurance inspections shall be made by a qualified, trained representative of the membrane manufacturer to review the installed roof system and provide written reports of findings; such reports shall be forwarded to the Engineer. The field representative shall make an initial visit within the first four days of membrane application. The contractor shall coordinate the dates and times of the initial and final inspections of the field representative with the Engineer and Owner. Any corrective action deemed necessary by the inspector shall be completed prior to close-out.
- C. Membrane Formulation: Minimum twenty-year track record with same formulation.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

## 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

## 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  1. Special warranty includes roof membrane, base flashings, fasteners, cover boards, and other components of roofing system.
  2. Warranty Period: 20 years from date of final completion.
  3. Wind speeds below 71 mph shall not be excepted.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, fasteners, cover boards, and walkway products, for the following warranty period:
  1. Warranty Period: Three years from date of final completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
- B. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D 3746, ASTM D 4272/D 4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- C. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

- D. Wind Uplift Resistance: Design roofing system to resist the wind uplift pressures shown on the North Carolina Building Code Summary for Commercial Roof Projects on sheet G1.1 when tested according to FM Approvals 4474, UL 580, or UL 1897.
- E. ENERGY STAR Listing: Roofing system shall be listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.
- F. Energy Performance: Roofing system shall have a three-year-age solar reflectance of not less than 0.55 and a minimum three-year-aged thermal emittance of 0.75 when tested according to CRRC-1.
- G. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- H. Interior Fire-Test Exposure: Satisfactorily pass UL 1256; for application and roof slopes indicated; testing by a qualified testing agency. The smoke-developed index shall not be limited for roof applications.

## 2.2 POLYVINYL CHLORIDE (PVC) ROOFING

- A. PVC Sheet: ASTM D 4434, Type III, reinforced, smooth-backed.
  - 1. Thickness: 80 mils, minimum.
  - 2. Exposed Face Color: White.
  - 3. Manufacturers:
    - a. Carlisle Sure-Flex PVC.
    - b. Sika Sarnafil S 327.
    - c. Soprema Sentinel P200.
- B. KEE Sheet: ASTM D 6754, fabric reinforced, smooth-backed.
  - 1. Exposed Face Color: Off white.
  - 2. Manufacturer:
    - a. FiberTite 60 mil SM.
- C. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

## 2.3 ACCESSORY ROOFING MATERIALS

- A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  - 1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.
  - 1. Thickness: 60 mil.

- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Roof Vents: As recommended by roof membrane manufacturer.
  - 1. Size: Not less than 4-inch diameter.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- F. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick, prepunched.
- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

#### 2.4 ROOF INSULATION (replace if damaged or wet or where indicated on roof plan)

- A. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
  - 1. Compressive Strength: 20 psi.
  - 2. Size: 48 by 96 inches.

#### 2.5 INSULATION ACCESSORIES AND COVER BOARD

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Glass-Mat Gypsum Cover Board: ASTM C1177/C1177M, water-resistant gypsum board.
  - 1. Thickness: 1/4 inch.
  - 2. Surface Finish: Unprimed.

#### 2.6 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch thick and acceptable to roofing system manufacturer.

1. Size: Approximately 36 by 60 inches.
2. Color: Contrasting with roof membrane.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
  1. Submit test result within 24 hours of performing tests.
    - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

### 3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.4 INSTALLATION OF INSULATION (replace if wet or damaged or where indicated on roof plan)

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.



- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decking:
  - a. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - b. Make joints between adjacent insulation boards not more than 1/4 inch in width.
  - c. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
    - 1) Trim insulation so that water flow is unrestricted.
  - d. Fill gaps exceeding 1/4 inch with insulation.
  - e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

### 3.5 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.
  - 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - 2. At internal roof drains, conform to slope of drain sump.
    - a. Trim cover board so that water flow is unrestricted.
  - 3. Cut and fit cover board tight to nailers, projections, and penetrations.

### 3.6 INSTALLATION OF MECHANICALLY FASTENED ROOF MEMBRANE

- A. Mechanically fasten roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. For in-splice attachment, install roof membrane with long dimension perpendicular to steel roof deck flutes.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Mechanically fasten or adhere roof membrane securely at terminations, penetrations, and perimeter of roofing.
- F. In-Seam Attachment: Secure one edge of PVC sheet using fastening plates or metal battens centered within seam, and mechanically fasten PVC sheet to roof deck.
- G. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
  - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.

2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
  3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- H. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

### 3.7 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.8 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
  1. Install flexible walkways at the following locations:
    - a. Top and bottom of each roof access ladder.
    - b. Locations indicated on Drawings.
    - c. As required by roof membrane manufacturer's warranty requirements.
  2. Provide 6-inch clearance between adjoining pads.
  3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

### 3.9 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Engineer, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

### 3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Engineer and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. After membrane installation is complete, clean membrane using cleaning agents and procedures recommended by membrane manufacturer.
- E. Do not store new or demolished materials on new membrane. Do not allow traffic across new membrane.

### 3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
  - 1. Owner: **<Insert name of Owner>**.
  - 2. Owner Address: **<Insert address>**.
  - 3. Building Name/Type: **<Insert information>**.
  - 4. Building Address: **<Insert address>**.
  - 5. Area of Work: **<Insert information>**.
  - 6. Acceptance Date: \_\_\_\_\_.
  - 7. Warranty Period: **<Insert time>**.
  - 8. Expiration Date: \_\_\_\_\_.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
  - 1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;

- b. peak gust wind speed exceeding 71 mph;
  - c. fire;
  - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
  - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
  - f. vapor condensation on bottom of roofing; and
  - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
- 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  - 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
  - 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
  - 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
  - 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
  - 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

- 1. Authorized Signature: \_\_\_\_\_.
- 2. Name: \_\_\_\_\_.
- 3. Title: \_\_\_\_\_.

END OF SECTION 075419

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Low-slope roof sheet metal fabrications.

#### 1.2 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

#### 1.3 ACTION SUBMITTALS

- A. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.
- B. Special warranty.

#### 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
  1. For copings and roof edge flashings that are ANSI/SPRI/FM 4435/ES-1 tested, shop is to be listed as able to fabricate required details as tested and approved.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
  2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

## 1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Finish Warranty Period: 20 years from date of Final Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
1. Design Pressure: As indicated on Drawings.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change: 120 deg F , ambient; 180 deg F , material surfaces.

## 2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color: As selected by owner from manufacturer's full range.
  - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.
- C. Polymer coated sheet metal: Heat weldable 0.040 inch thick 3003-H14 aluminum, laminated with a 0.020-inch-thick polymeric coating. Metal shall be compatible for hot air welding to membrane and flashing material.
  - 1. Color: As selected by Owner from manufacturer's full range.

## 2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

- D. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

## 2.4 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
  - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
  - 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than one gauge thicker than metal being secured.
  - 1. Cleats shall be continuous.
- F. Seams:
  - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.



## 2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing and Fascia Cap: Fabricate in minimum 96-inch- long, but not exceeding 12-foot- long sections. Furnish with 6-inch- wide, joint cover plates. Shop fabricate interior and exterior corners.
  - 1. Joint Style: Butted with expansion space and 6-inch- wide, exposed cover plate.
  - 2. Fabricate from the following materials:
    - a. Aluminum: 0.050 inch thick.
- B. Copings: Fabricate in minimum 96-inch- long, but not exceeding 12-foot- long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external and internal legs. Miter corners, fasten and seal watertight. Shop fabricate interior and exterior corners.
  - 1. Joint Style: Butted with expansion space and 6-inch- wide, exposed cover plate.
  - 2. Fabricate from the following materials:
    - a. Aluminum: 0.050 inch thick.
- C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch thick.
- D. Roof-Penetration Flashing: Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch thick.
- E. All cleats to be one gauge heavier than edge or coping metal.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
  3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
  5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
  6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
  7. Do not field cut sheet metal flashing and trim by torch.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of uncoated-aluminum sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
    - b. Form joints to completely conceal sealant.
    - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
    - d. Adjust setting proportionately for installation at higher ambient temperatures.
      - 1) Do not install sealant-type joints at temperatures below 40 deg F.
  2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

### 3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

- A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Downspouts:
  - 1. Join sections with 1-1/2-inch telescoping joints.
  - 2. Provide hangers with fasteners designed to hold downspouts securely to walls.
  - 3. Locate hangers at top and bottom and at approximately 60 inches o.c.
  - 4. Connect downspouts to underground drainage system.
- C. Parapet Scuppers:
  - 1. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 2. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.
  - 3. Loosely lock front edge of scupper with conductor head.
  - 4. Seal with elastomeric sealant exterior wall scupper flanges into back of conductor head.
- D. Conductor Heads: Anchor securely to wall, with elevation of conductor head rim at minimum of 1 inch below scupper discharge.

### 3.4 INSTALLATION OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.
  - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
  - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing:
  - 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
- C. Copings:
  - 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
  - 1. Insert counterflashing in reglets or receivers and fit tightly to base flashing.
  - 2. Extend counterflashing 4 inches over base flashing.
  - 3. Lap counterflashing joints minimum of 4 inches.

- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.5 INSTALLATION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.6 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.

### 3.7 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by engineer.

END OF SECTION 076200

## SECTION 077200 - ROOF ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Roof hatch accessories.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory.
- B. Samples: For each exposed product and for each color and texture specified.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Sample warranties.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

#### 1.5 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 ROOF HATCH ACCESSORIES (Electric Meter Repair Shop)

- A. Ladder-Assist Post: Standard device for attachment to roof-access ladder.
  - 1. Operation: Post locks in place on full extension; release mechanism returns post to closed position.
  - 2. Height: 42 inches (1060 mm) above finished roof deck.
  - 3. Material: Steel tube.
  - 4. Post: 1-5/8-inch- (41-mm-) diameter pipe.
  - 5. Finish: Manufacturer's standard baked enamel or powder coat.
    - a. Color: As selected by Engineer from manufacturer's full range.

## 2.2 METAL MATERIALS

- A. Steel Tube: ASTM A500/A500M, round tube.

## 2.3 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Verify dimensions of roof openings for roof accessories. Install roof accessories according to manufacturer's written instructions.
  - 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
  - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

### 3.2 REPAIR AND CLEANING

- A. Clean exposed surfaces according to manufacturer's written instructions.
- B. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

## SECTION 084523 - FIBERGLASS-SANDWICH-PANEL ASSEMBLIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes removal of existing fiberglass-sandwich panels and installation of new fiberglass-sandwich panel skylight system and accessories to be installed on existing support framing. Exterior and interior battens are to be replaced and additional support framing added where required to support new panels.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For panel assemblies. Include plans, elevations, sections, details, and attachments to other work.
- C. Samples: For each type of exposed finish.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation Research Reports: For fiberglass-sandwich-panel assemblies from ICC-ES.
- C. Field quality-control reports.
- D. Sample warranties.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

#### 1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of panel assemblies that fail in materials or workmanship within specified warranty period. Failure of

materials or workmanship shall include leakage, excessive deflection, deterioration of finish on metal, defects in accessories, translucent panels or other components of work.

1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace fiberglass-sandwich panels that exhibit defects in materials or workmanship within specified warranty period to include separation of face from grid core and/or abnormal color change of the exterior face.
1. Warranty Period: 10 years from date of Substantial Completion.
- C. Special Aluminum-Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components on which finishes fail within specified warranty period. Warranty does not include normal weathering.
1. Warranty Period: 10 years from date of Substantial Completion.
- D. Fiberbloom Warranty:
1. Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Loads:
1. Roof live load = 30 psf.
  2. Wind pressures:
    - a. See project drawings
- B. Deflection Limits:
1. Overhead Panel Assemblies: Limited to 1/120 of clear span for each assembly component.
- C. Structural-Test Performance: ASTM E330.
1. When tested at positive and negative wind-load design pressures, assemblies do not show evidence of deflection exceeding specified limits.
  2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not show evidence of material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
  3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- D. Water Penetration under Static Pressure: Provide panel assemblies that do not evidence water penetration through fixed glazing and framing areas when tested in accordance with ASTM E331 at a minimum static-air-pressure difference of 20 percent of positive wind-load design pressure, but not less than 15 lbf/sq. ft. (720 Pa).



- E. Thermal Movements: Allow for thermal movements from ambient- and surface-temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; material surfaces.
- F. Energy Performance: Provide panel assemblies with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below and certified and labeled according to NFRC:
  - 1. Thermal Transmittance (U-Factor): Fixed glazing and framing areas to have U-factor of not more than 0.15 Btu/sq. ft. x h x deg F as determined in accordance with NFRC 100.
  - 2. Solar Heat Gain Coefficient (SHGC): Fixed glazing and framing areas to have a SHGC of no greater than 0.7 as determined in accordance with NFRC 200.
  - 3. Air Infiltration: Maximum air leakage through fixed glazing and framing areas of 0.01 cfm/sq. ft. of fixed wall area as determined in accordance with ASTM E283 at a minimum static-air-pressure differential of 6.24 lbf/sq. ft. (300 Pa).

## 2.2 FIBERGLASS-SANDWICH-PANEL ASSEMBLIES

- A. Fiberglass-Sandwich-Panel Assemblies: Translucent assemblies that are supported by aluminum framing and glazed with fiberglass-sandwich panels.
  - 1. Kalwall Corporation.
  - 2. Major Industries
  - 3. Crystal Structures

## 2.3 FIBERGLASS-SANDWICH PANELS

- A. Fiberglass-Sandwich Panels: Uniformly colored, translucent, thermoset, fiberglass-reinforced-polymer face sheets bonded to both sides of a grid core. Normal size 12"x24" shoji pattern.
- B. Panel Thickness: 2-3/4 inches (70 mm).
- C. Grid Core: Mechanically interlocked, extruded-aluminum I-beams, with a minimum flange width of 7/16 inch (11.1 mm).
  - 1. Extruded Aluminum: ASTM B221 (ASTM B221M), in alloy and temper recommended in writing by manufacturer.
  - 2. I-Beam Construction: Thermally broken, extruded aluminum.
  - 3. Grid Pattern: Inline rectangle, nominal 12 by 24 inches (305 by 610 mm).
- D. Exterior Face Sheet:
  - 1. Thickness: 0.070 inch (1.78 mm).
  - 2. Color: As selected by Engineer from manufacturer's full range.
  - 3. Protective Weathering Surface: Manufacturer's standard.

E. Interior Face Sheet:

1. Thickness: 0.045 inch minimum (1.14 mm).
2. Color: As selected by Engineer from manufacturer's full range.

F. Fiberglass-Sandwich-Panel Adhesive: Manufacturer's standard for permanent adhesion of facings to cores.

G. Panel Strength:

1. Maximum Panel Deflection: 2 inches (89 mm) when a 4-by-12-foot (1.2-by-3.6-m) panel is tested in accordance with ASTM E72 at 34 lbf/sq. ft. (1.6 kPa), with a maximum 0.090-inch (2.3-mm) set deflection after five minutes.
2. Panel Support Strength: Capable of supporting, without failure, a 300-lbf (1334-N) concentrated load when applied to a 3-inch- (76-mm-) diameter disk in accordance with ASTM E661.

H. Panel Performance:

1. Self-Ignition Temperature: 650 deg F (343 deg C) or more in accordance with ASTM D1929.
2. Smoke-Developed Index: 450 or less in accordance with ASTM E84, or 75 or less in accordance with ASTM D2843.
3. Combustibility Classification: Class CC1 based on testing in accordance with ASTM D635.
4. Roof-Covering Classification: Class A in accordance with ASTM E108 or UL 790.
5. Interior Finish Classification: Class A based on testing in accordance with ASTM E84.
6. Color Change: Not more than 3.0 units Delta E, when measured in accordance with ASTM D2244, after outdoor weathering compliant with procedures in ASTM D1435.
  - a. Outdoor Weathering Conditions: Sixty months in southern Florida.
7. Impact Resistance: No fracture or tear at impact of 70 ft. x lbf (95 J) by a 3-1/4-inch- (83-mm-) diameter, 5-lb (2.3-kg) freefalling ball in accordance with UL 972 test procedure.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

A. General: Comply with manufacturer's written instructions.

1. Do not install damaged components.
2. Fit joints between aluminum components to produce hairline joints free of burrs and distortion.
3. Rigidly secure nonmovement joints.
4. Install anchors with separators and isolators to prevent metal corrosion, electrolytic deterioration, and immobilization of moving joints.
5. Seal joints watertight unless otherwise indicated.

- B. Metal Protection: Where aluminum components will contact dissimilar materials, protect against galvanic action by painting contact surfaces with corrosion-resistant coating or by installing nonconductive spacers as recommended in writing by manufacturer for this purpose.
- C. Install components plumb and true in alignment with established lines and elevations.
- D. Skylight Assemblies: Install continuous aluminum sill closures with weatherproof expansion joints and locked and sealed corners. Locate weep holes at rafters. Install components to drain water passing through joints and moisture migrating within assembly to exterior.
- E. Erection Tolerances: Install panel assemblies to comply with the following maximum tolerances:
  - 1. Alignment: Limit offset from true alignment to 1/32 inch (0.8 mm) where surfaces abut in line, edge to edge, at corners, or where a reveal or protruding element separates aligned surfaces by less than 3 inches (76 mm); otherwise, limit offset to 1/8 inch (3.2 mm).
  - 2. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet (3.2 mm in 3.7 m), but no greater than 1/2 inch (13 mm) over total length.

### 3.2 FIELD QUALITY CONTROL

- 1. Water-Spray Test: After installation is complete, panel assemblies are to be tested in accordance with AAMA 501.2 and to not show evidence of water penetration. Test shall be performed by skylight installer and observed by Engineer. Repair or replace all work that fails water-spray test and retest area.
- 2. Clean skylight exterior and interior immediately after installation per manufacturer's recommendations.

END OF SECTION 084523

## SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Roof drains.
2. Retrofit roof drains.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

#### 1.3 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

### PART 2 - PRODUCTS

#### 2.1 METAL ROOF DRAINS

A. Existing Drain Repairs (include in base bid for all roof drains).

1. Ring Clamp and Dome: Cast iron.

B. Retrofit Roof Drains (install on a unit price basis)

1. Standard: ANSI/SPRI RD-1; ULC/ORD-C790.4.
2. Size: Field determined.
3. Drain Body: 1 piece, 11 guage, 17.5 inch diameter.
4. Flange: Six 2.5 inch long aluminum studs. Heat weldable where installed at thermoplastic membrane.
5. Sump: Depressed.
6. Strainer Dome: Cast aluminum; 7.25 inches high
7. Clamping Ring: Cast aluminum.
8. Backflow Seal: Watertight mechanical seal.

#### 2.2 MISCELLANEOUS STORM DRAINAGE PIPING SPECIALTIES

A. Downspout Adaptors:

1. Description: Manufactured, gray-iron casting, for attaching to horizontal-outlet, parapet roof drain and to exterior, sheet metal downspout.

2. Size: Inlet size to match parapet drain outlet.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Replace ring clamp and dome at all existing roof drains. Install in accordance with manufacturer's instructions.
- B. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.
  1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
  2. Install expansion joints, if indicated, in roof drain outlets.
  3. Position roof drains for easy access and maintenance.
- C. Install downspout adapters on outlet of back-outlet parapet roof drains and connect to sheet metal downspouts.

### 3.2 INSTALLATION, RETROFIT ROOF DRAIN

- A. Install in accordance with manufacturer's instructions.
- B. Provide watertight connection to existing plumbing and roofing system.

### 3.3 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221423

# **DRAWINGS**

# OPERATIONS COMPLEX CAMPUS MAP

The map illustrates the layout of the Operations Complex campus. Key features include:

- Surrounding Roads:** US 301 / I-95 BUSINESS to the north, OLD WILMINGTON RD. to the west, and BELT BLVD. to the south.
- Building Footprints:** Various rectangular and irregular shapes representing different buildings, some with internal details like windows or doors.
- Parking Lots:** Several areas with parallel lines indicating parking spaces, located primarily to the west and south of the main building cluster.
- Specific Building Label:** A building on the right side is labeled "APPARATUS REPAIR SHOP 13,000 FT²".
- Orientation:** A north arrow is located in the upper right corner of the map.

PROJECT TITLE

FAYETTEVILLE  
PUBLIC WORKS  
COMMISSION

ROOF MEMBRANE  
REPLACEMENT  
AT  
APPARATUS REPAIR SHOP

1095 COMMISSION DRIVE  
FAYETTEVILLE, NORTH CAROLINA 28301

ABBREVIATIONS					
ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
ALUM.	ALUMINUM	E.W.	EACH WAY	REG.	REGULAR
ALT.	ALTERNATE	EXIST.	EXISTING	REINF.	REINFORCING
ARCH.	ARCHITECT	EXP.	EXPANSION	RM.	ROOM
BLDG.	BUILDING	FDN.	FOUNDATION	REQ'D.	REQUIRED
BM.	BEAM	F.S.	FAR SIDE	REQ'T.	REQUIREMENT
B.O.B.	BOTTOM OF BEAM	GALV.	GALVANIZED	SHT.	SHEET
B.O.D.	BOTTOM OF DECK	G.C.	GENERAL CONTRACTOR	SB	SPLASH BLOCK
B.O.F.	BOTTOM OF FOOTING	G.T.	GIRDER TRUSS	SD	SECONDARY DRAIN
BOTT.	BOTTOM	H.D.	HIGH DENSITY	SQ.	SQUARE
BRG.	BEARING	H.C.	HOLLOW CORE	S.S.	STAINLESS STEEL
CHK'D.	CHECKED	HORIZ.	HORIZONTAL	STIFF.	STIFFENER
C.J.	CONTROL JOINT	INSUL.	INSULATION	STD.	STANDARD
CLR.	CLEAR	JT.	JOINT	THICK.	THICKENED
C.M.U.	CONCRETE MASONRY UNITS	L.F.	LINEAR FEET	THR'D.	THREADED
COL.	COLUMN	LLH	LONG LEG HORIZONTAL	T & B	TOP AND BOTTOM
CONC.	CONCRETE	LLV	LONG LEG VERTICAL	T & G	TONGUE & GROOVE
CONN.	CONNECTION	LVL	LAMINATED VENEER LUMBER	T.O.B.	TOP OF BEAM
CONSTR.	CONSTRUCTION	MAX.	MAXIMUM	T.O.F.	TOP OF FOOTING
CONT.	CONTINUOUS	MIN.	MINIMUM	T.O.P.	TOP OF PIER
DB	DRAIN BOX	MECH.	MECHANICAL	T.O.S.	TOP OF SLAB
DWGS.	DRAWINGS	MFG.	MANUFACTURER	T.O.W.	TOP OF WALL
EA.	EACH	N.S.	NEAR SIDE	TYP.	TYPICAL
E.F.	EACH FACE	N.I.C.	NOT IN CONTRACT	U.N.O.	UNLESS NOTED OTHERWISE
EL.	ELEVATION	N.T.S.	NOT TO SCALE	V.	VENT
ELEV.	ELEVATION	O/C	ON CENTER	WT.	WEIGHT
E.S.	EACH SIDE	OPP.	OPPOSITE	W.P.	WORK POINT

# KEY PLAN

Diagram illustrating the Key Plan of a building footprint, showing three distinct areas labeled A, B, and C, and a canopy roof (NIC).

Area A: 22'-4"

Area B: 13'-4"

Area C: 16'-4"

CANOPY ROOF (NIC)

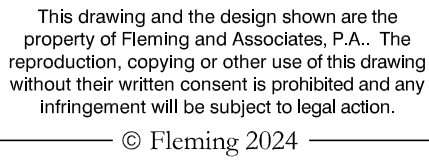
ROOF HEIGHT ABOVE GRADE (TYP.)

APPROXIMATE AREAS	
AREA A	8,180 SF
AREA B	3,772 SF
AREA C	1048 SF
TOTAL	13,000 SF

## GENERAL NOTES

1. CONTRACTOR TO KEEP ON THE JOB SITE A CURRENT COPY OF ALL DRAWINGS, SPECIFICATIONS, ADDENDA, SHOP DRAWINGS AND REVISION DRAWINGS AS ISSUED.
2. EXISTING CONDITIONS ARE SHOWN ON THE DRAWINGS FOR THE CONTRACTOR'S CONVENIENCE AND DO NOT LIMIT OR ALTER THE CONTRACTOR'S RESPONSIBILITY TO INCLUDE ALL ITEMS CLEARLY VISIBLE BY ON-SITE INSPECTION.
3. EXISTING CONDITIONS SHOWN ON DRAWINGS ARE BASED ON VISUAL OBSERVATION ONLY. NOTIFY ENGINEER IMMEDIATELY IF NEW DETAILS SHOWN ON DRAWINGS ARE NOT COMPATIBLE WITH EXISTING CONDITIONS. CONSULT ENGINEER TO DETERMINE IF REVISED DETAILS ARE NECESSARY.
4. ALL WORK, INCLUDING BUT NOT LIMITED TO HVAC AND ELECTRICAL, SHALL BE PERFORMED BY A CONTRACTOR LICENSED FOR THAT TYPE OF WORK. NOTIFY OWNER PRIOR TO DISCONNECTING ANY EQUIPMENT. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY DISCONNECTIONS AND RECONNECTIONS.
5. CONTRACTOR HAS SOLE RESPONSIBILITY FOR SITE SAFETY.
6. ALL DAMAGE, INJURY, OR LOSS TO ANY PROPERTY CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY CONTRACTOR, OR ANYONE FOR WHOM ACTS THE CONTRACTOR MAY BE LIABLE, SHALL BE REMEDIED BY CONTRACTOR AT ITS EXPENSE.
7. APPLICATIONS FOR PAYMENT REQUESTING PAYMENT FOR MATERIALS STORED ON SITE SHALL BE ACCOMPANIED WITH INVOICES TOTALING THE AMOUNT REQUESTED OR MORE.
8. THE CONTRACTOR SHALL SUBMIT A COPY OF ANY BUILDING PERMITS TO THE ENGINEER.
9. CONTRACTOR MUST NOTIFY THE ENGINEER OF ANY OMISSIONS, CONTRADICTIONS OR CONFLICTS SEVEN (7) WORKING DAYS BEFORE BID DATE. IF THE CONTRACTOR DOES NOT SO NOTIFY THE ENGINEER OF ANY SUCH CONDITION, IT WILL BE ASSUMED THAT, IN THE CASE OF OMISSIONS, THE CONTRACTOR HAS INCLUDED THE NECESSARY ITEMS IN THE BID TO COMPLETE THIS SPECIFICATION. IT WILL BE ASSUMED THAT, IN THE CASE OF CONTRADICTIONS OR CONFLICTS, THE CONTRACTOR HAS INCLUDED THE MOST STRINGENT REQUIREMENTS SHOWN ON THE CONTRACT DOCUMENTS.

INDEX OF DRAWINGS	
<u>SHEET</u>	<u>TITLE</u>
<u>GENERAL</u>	
G1.0 .....	INDEX OF DRAWINGS, KEY PLAN, CAMPUS MAP, AND SCHEDULE OF ABBREVIATIONS
G1.1 .....	NC BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
<u>STRUCTURAL</u>	
R1.0 .....	ROOF PLAN, GENERAL NOTES, AND LEGEND
R1.1 .....	SECTIONS, AND DETAILS
R1.2 .....	TYPICAL ROOF DETAILS



INDEX OF  
DRAWINGS,  
KEY PLAN,  
CAMPUS MAP,  
AND SCHEDULE  
OF  
ABBREVIATIONS

DATE	SHEET NUMBER
10/25/2024	G1.0
PROJECT NO.	
24-62	

Name of Project: Roof Membrane Replacement at Apparatus Repair Shop  
Address: 1095 Commission Drive, Fayetteville, NC Zip Code 28301  
Proposed Use: F-2 (Noncombustible materials) (No change)  
Owner/Authorized Agent: Steve West Phone # (910) 223-4305 E-mail steve.west@faypwe.com  
Owned By: ☒ City/County ☐ Private ☐ State  
Code Enforcement Jurisdiction: ☒ City Fayetteville ☐ County                      ☐ State

**LEAD DESIGN PROFESSIONAL:**  
DESIGN FIRM Fleming & Associates, PA  
DESIGNER NAME Stephen Fleming, PE, RBEC  
LICENSE # 11278 TELEPHONE # (910) 433-2825 E-MAIL sfleming@flemingandassociates.com

**EDITION OF CODE:** 2018 NC Existing Building Code  
☐ Addition ☐ Alteration- Level 1 ☐ Alteration- Level 2 ☐ Alteration- Level 3 ☒ Repair  
CONSTRUCTED: (date) 1992  
REPAIR: (date) N/A  
RECOVER: (date) N/A

**BASIC BUILDING DATA**  
**Construction Type:** ☐ I-A ☐ II-A ☐ III-A ☐ IV ☐ V-A  
(check all that apply) ☐ I-B ☒ II-B ☐ III-B ☐ V-B  
**Sprinklers:** ☒ No ☐ Partial ☐ Yes ☐ NFPA 13 ☐ NFPA 13R ☐ NFPA 13D  
**Standpipes:** ☒ No ☐ Yes Class ☐ I ☐ II ☐ III ☐ Wet ☐ Dry  
**Fire District:** ☐ No ☐ Yes (Primary)  
**Building Height:** (feet) 23'

ALLOWABLE AREA

**Occupancy:**  
Assembly ☐  
Business ☐  
Educational ☐  
Factory ☒ F-1 and F-2  
Hazardous ☐ H-1 Detonate ☐ H-2 De/fragrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM  
Institutional ☐  
Mercantile ☐  
Residential ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4  
Storage ☐ S-1, S-2, Parking Garage, Repair Garage  
Utility and Miscellaneous ☐

FIRE PROTECTION REQUIREMENTS

BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY
Roof Construction Including supporting beams and joists		N/A	

STRUCTURAL DESIGN

**DESIGN LOADS:**  
**Wind Uplift Resistance** (This section to be duplicated for each distinct roof area)

Basic Wind Speed ( $P_{wh}$ ) 131 mph (ASCE 7-10)  
Exposure Category C  
**Design Pressure (psf)** (includes factor of safety of 2.0):  
Field 52  
Perimeter 87  
Corner 131  
Perimeter Width 8'  
Corner Dimension 8'x8'

**Dead Loads:** Existing Roof Load 2.0 psf (components above roof deck only)  
Replacement Roof Load 1.0 psf (components above roof deck only)  
Net Load Change 1.0 psf (components above roof deck only)

**Snow Load:** 10 psf

ENERGY SUMMARY

**ENERGY REQUIREMENTS:**  
The following data shall be considered minimum and any special attribute required to meet the North Carolina Energy Conservation Code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.

**Climate Zone:** ☒ 3 ☐ 4 ☐ 5

**Method of Compliance:**  
☐ Prescriptive (Energy Code)  
☐ Performance (Energy Code)  
☐ Prescriptive (ASHRAE 90.1-2013)  
☐ Performance (ASHRAE 90.1-2013)  
☒ "No less conforming... than the existing building" (NCEBC 708.1.1 Exception 4)

THERMAL ENVELOPE:

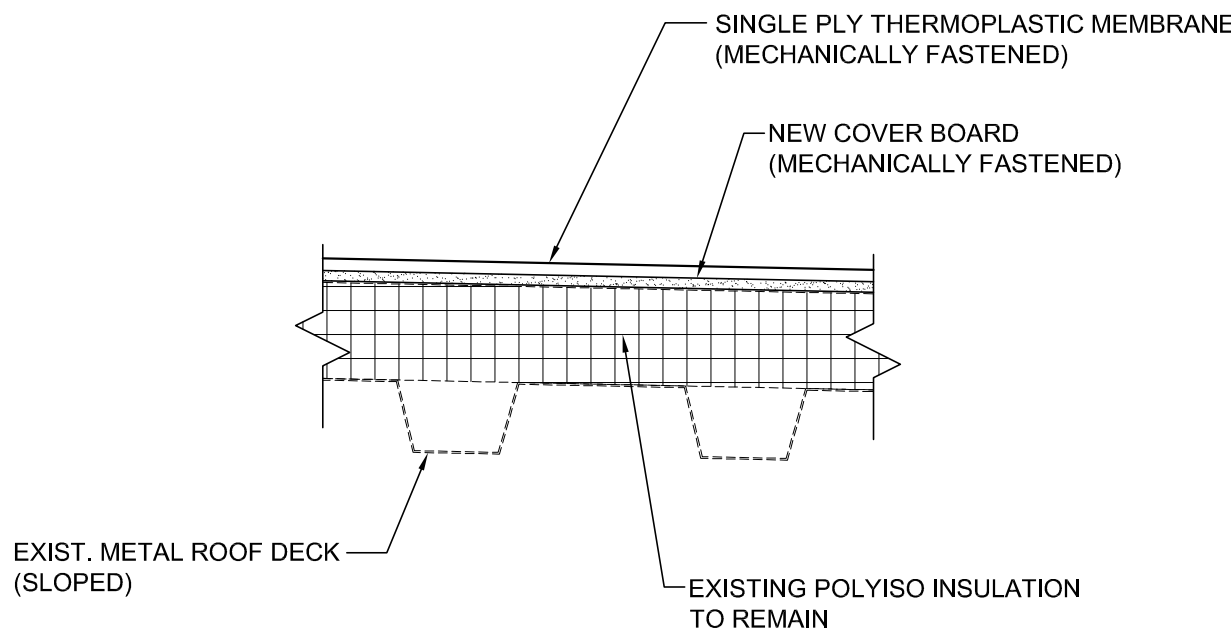
**Roof/ceiling Assembly** (each assembly)  
Description of Assembly Existing metal deck; existing insulation; new cover board; new membrane  
 $U$ -value of total assembly N/A (NO CHANGE)  
 $R$ -value of insulation N/A (NO CHANGE)  
Skylights in each assembly N/A (NO CHANGE)  
 $U$ -Value of skylight  
total square footage of skylights in each assembly

ROOF DRAINAGE SYSTEM DESIGN CALCULATION/SIZING

Existing system calculation: WORST CASE:  
EXIST. PRIMARY 4"Ø ROOF DRAIN DRAINING 1,758 FT<sup>2</sup> OF ROOF AREA  
4"Ø ROOF DRAIN CAN DRAIN 4,600 FT<sup>2</sup> OF ROOF AREA AT 4.0 IN/HR RAINFALL RATE PER T1106.2(1) OF 2018 NCPC

Modification to existing system: NO MODIFICATIONS TO EXISTING SYSTEM.

New (where none exists) secondary system: N/A



NEW ROOF ASSEMBLY (U.N.O.)

3" = 1'-0"

2  
G1.1

SEAL



PROJECT NAME

FAYETTEVILLE  
PUBLIC WORKS  
COMMISSION  
  
ROOF MEMBRANE  
REPLACEMENT  
AT  
APPARATUS REPAIR  
SHOP  
  
1095 COMMISSION DRIVE  
FAYETTEVILLE, NORTH CAROLINA 28301

PROJECT TEAM

DESIGNED BY:  
**S. FLEMING, PE, RBEC**  
  
DRAWN BY:  
**S. WHEELER**  
  
CHECKED BY:  
**S. FLEMING, PE, RBEC**

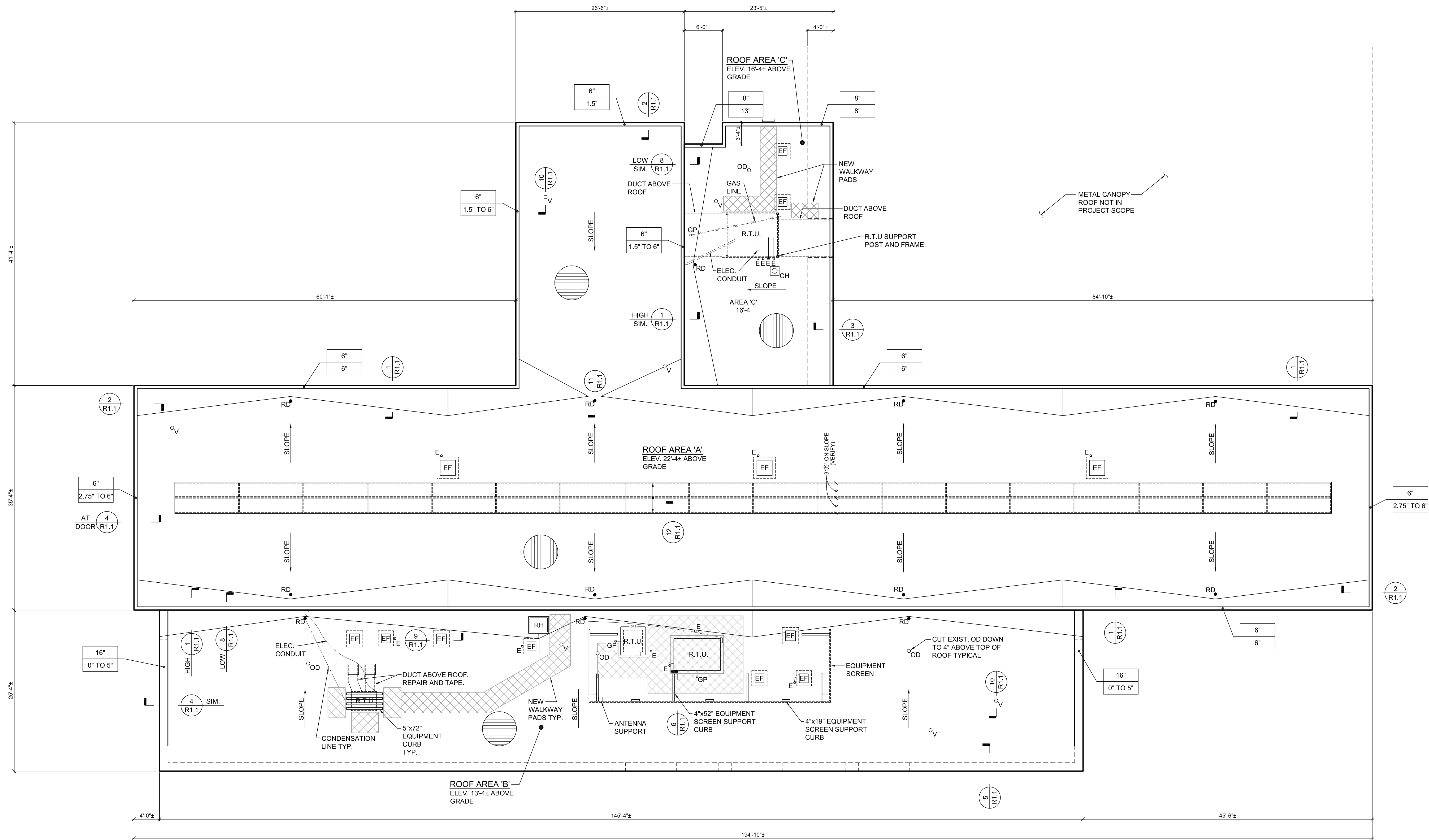
REVISIONS

NO.	REASON	DATE

SHEET TITLE

NCSBC  
SUMMARIES AND  
ROOF  
ASSEMBLIES





ROOF PLAN

1/8" = 1'-0"

1

R1.0

PARAPET DATA AT LOCATION INDICATED:

0" ← WIDTH OF PARAPET

0" ← APPROXIMATE DISTANCE FROM TOP OF MEMBRANE TO TOP OF PARAPET

EXIST. METAL ROOF DECK DIRECTION-NEW LINE OF MEMBRANE FASTENERS TO RUN PERPENDICULAR TO DECK DIRECTION

SLOPE  
TAIL AT HIGH END HEAD AT LOW END

EXIST. VENT THRU ROOF

NEW WALKWAY PAD

EXIST. EXHAUST FAN ON CURB

• RD EXIST. PRIMARY ROOF DRAIN

EXIST. OVERFLOW DRAIN

EXIST. EXHAUST / CHIMNEY

EXIST. ELECTRICAL CONDUIT PENETRATION

EXIST. ROOF HATCH

EXIST. PVC CONDENSATE DRAIN LINE

EXIST. ELEC. CONDUIT

EXIST. OBJECT ABOVE SURFACE OF ROOF

EXIST. GAS LINE

EXIST. GAS PIPE THRU ROOF

LEGEND

NO SCALE

3

R1.0

## A. NOTES: EXISTING CONDITIONS

- EXISTING ROOF COMPOSITION: AREA A, B, & C  
1.5" PAINTED METAL DECK  
2.0" POLYISO INSULATION (TO REMAIN)  
PVC MEMBRANE w/ COATING (TO BE REMOVED)

## B. NOTES: DEMOLITION

- EXISTING MEMBRANE AND ALL FLASHINGS ARE TO BE REMOVED UNO.
- ENSURE BUILDING IS PROTECTED DURING DEMOLITION AND ROOF RECOVER.
- EXCEPT WHERE SPECIFICALLY NOTED ALL EXISTING INSULATION AND CRICKETS ARE TO REMAIN. REPLACE ALL WET INSULATION.
- EXISTING WOOD NAILERS TO REMAIN IF FOUND IN GOOD CONDITION.

## C. NOTES: NEW WORK

- CONTRACTOR IS TO INSTALL NEW COVERBOARD, ROOF MEMBRANE, METAL FLASHING, AND PERIMETER METAL, ETC., AS SHOWN ON DRAWINGS AND INDICATED IN THE SPECIFICATIONS FOR A COMPLETE ROOF SYSTEM. **PERFORM BELOW DECK SURVEY BEFORE INSTALLING MECHANICAL FASTENERS TO AVOID DAMAGING ELECTRICAL CONDUITS ATTACHED TO BOTTOM OF METAL ROOF DECK.**
- ALL VENTILATORS, GRAVITY, AND TURBINE VENTS, AIR INTAKES, PLUMBING VENTS, MECHANICAL EQUIPMENT, ETC., SHOWN ON THIS ROOF PLAN ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE (SEE LEGEND).
- DIMENSIONS FOR NEW SHEET METAL COMPONENTS ARE TO BE FIELD VERIFIED BEFORE FABRICATION. FOLLOW RECOMMENDATIONS OF MEMBRANE MANUFACTURER, SPRI, NRCA, SMACNA, AND INDUSTRY STANDARDS UNLESS SHOWN OTHERWISE.
- CONTRACTOR SHALL HAVE FASTENER MANUFACTURER CONDUCT PULL TESTS TO DETERMINE STRENGTH OF FASTENERS CONNECTING MEMBRANE TO METAL DECK. SUBMIT FASTENER SAMPLE AND RESULTS OF PULL TESTS TO ENGINEER FOR REVIEW BEFORE INSTALLATION.
- VERIFY ALL ROOF DRAINS ARE CLEAN, FULLY OPERATIONAL, AND WATERTIGHT.
- PROVIDE CRICKETS ON UP-SLOPE SIDE OF ALL ROOFTOP CURBS GREATER THAN 24" WIDE OR WHERE SHOWN ON PLAN.
- ALL ROOF EDGING FLASHING SHALL COMPLY WITH SECTION 1504.5 OF THE NORTH CAROLINA BUILDING CODE AND BE TESTED FOR RESISTANCE IN ACCORDANCE WITH ANSI/SPRI ES-1.
- REPLACEMENT OF DAMAGED OR MISSING WOOD NAILERS OR ANCHOR BOLTS ABOVE BASE BID QUANTITIES SHALL BE HANDLED ON A UNIT PRICE BASIS.
- GAS PIPING, ELECTRICAL CONDUIT, AND CONDENSATION LINES SHALL BE SUPPORTED ON NEW 1'-0" LONG PRESSURE TREATED SLEEPERS AT 4'-0" MAX. PLACED ON MEMBRANE SLIP SHEETS. PENETRATIONS THROUGH WALL ARE NOT SHOWN FOR CLARITY AND ARE TO BE FLASHED PER MEMBRANE MANUFACTURER'S RECOMMENDATIONS. ANY ELECTRICAL CONDUIT REMOVED AND ASSOCIATED WIRING DISCONNECTED AND RE-TERMINATED MUST COMPLY WITH NEC CHAPTER 3 WIRING METHODS AND SHALL BE PERFORMED BY AN ELECTRICAL CONTRACTOR LICENSED IN THE STATE OF NORTH CAROLINA.
- AT EXISTING ROOF HATCH PROVIDE OSHA COMPLIANT LADDER ASSIST POST.

GENERAL NOTES

NO SCALE

2

R1.0

DATE

SHEET NUMBER

10/25/2024

PROJECT NO.

24-62

ROOF PLAN,  
GENERAL  
NOTES, AND  
LEGENDFAYETTEVILLE  
PUBLIC WORKS  
COMMISSION  
  
ROOF MEMBRANE  
REPLACEMENT  
AT  
APPARATUS REPAIR  
SHOP1095 COMMISSION DRIVE  
FAYETTEVILLE, NORTH CAROLINA 28301

## PROJECT TEAM

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S. FLEMING, PE, RBEC

DRAWN BY:

S. WHEELER

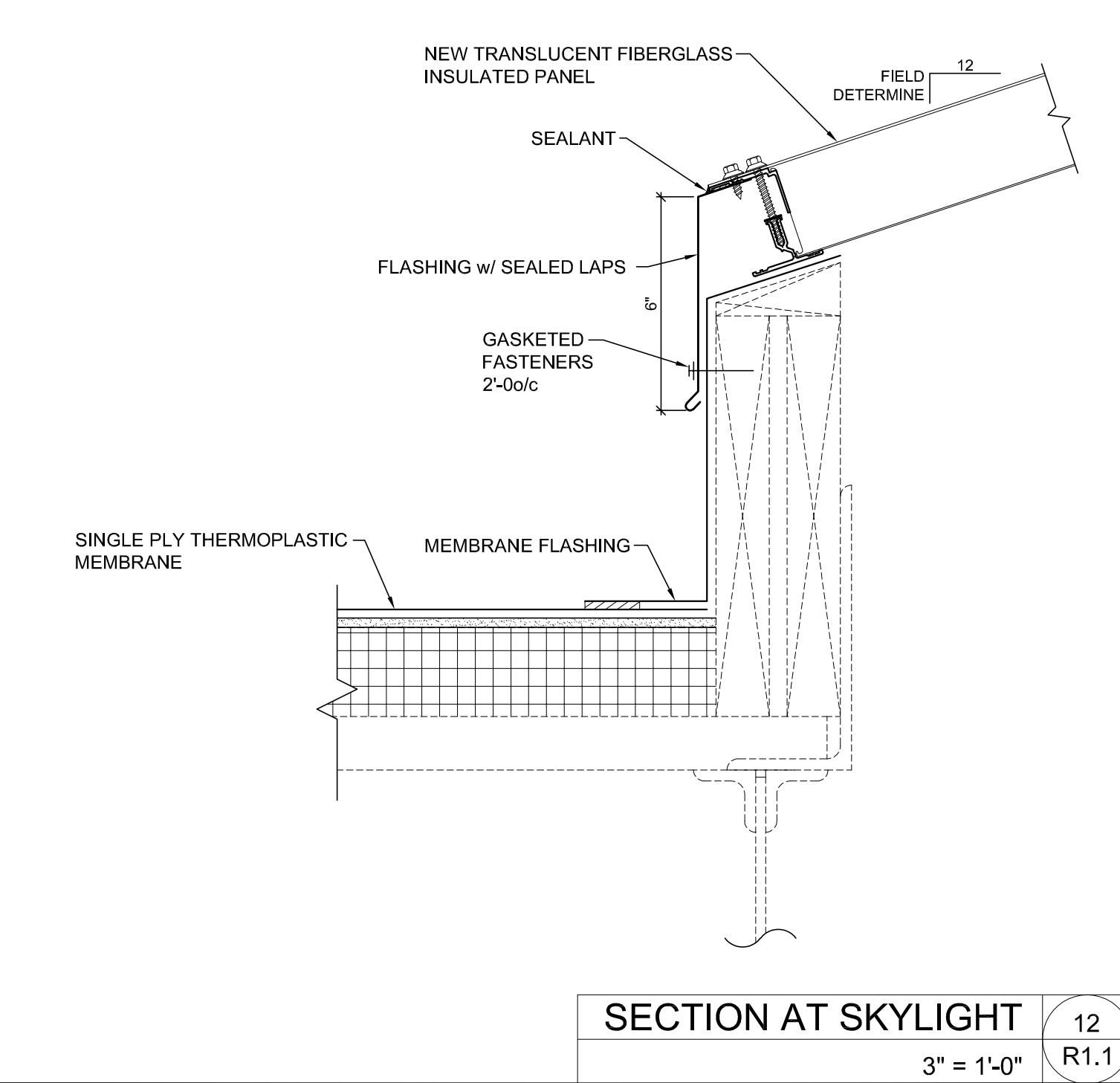
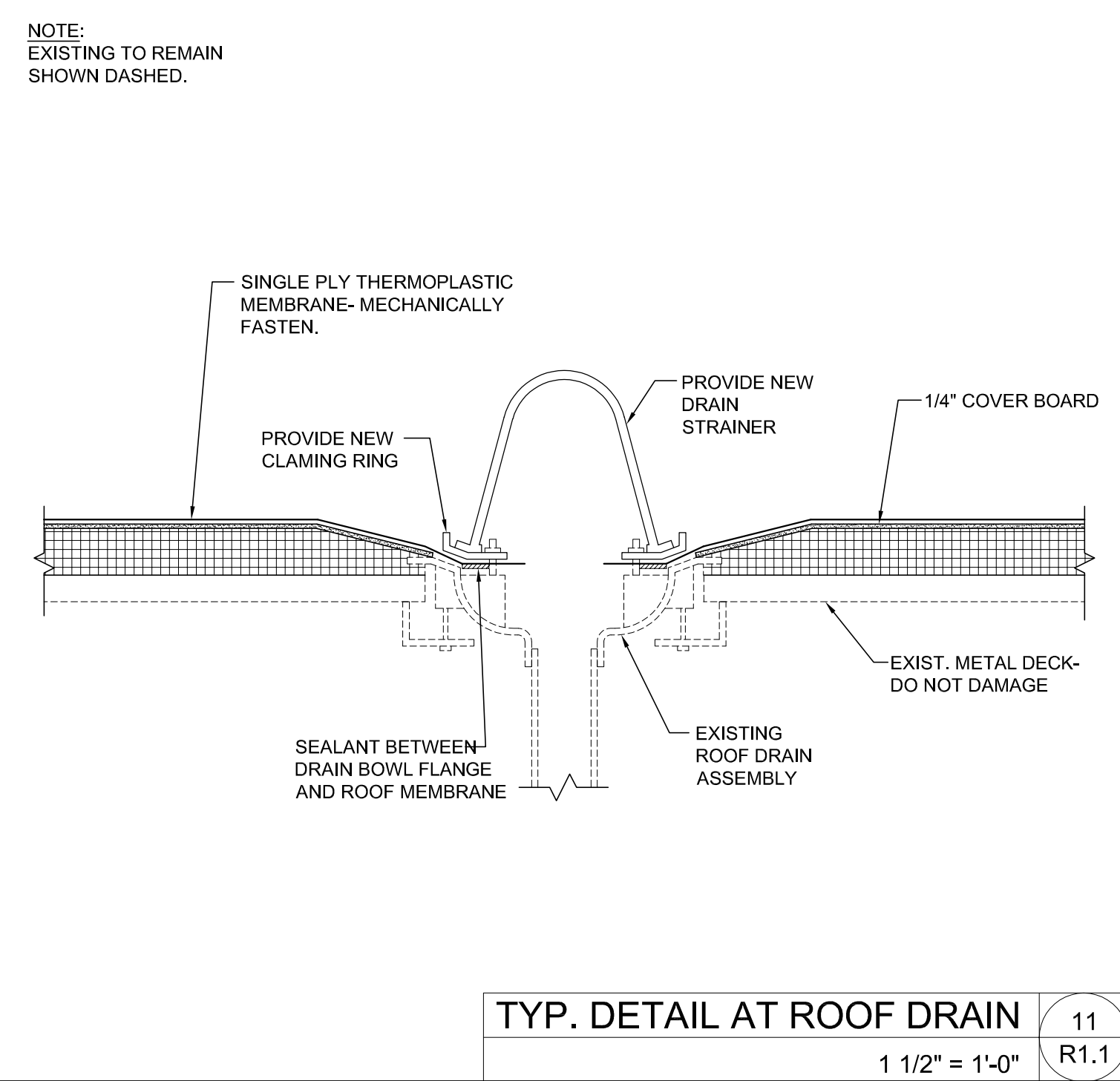
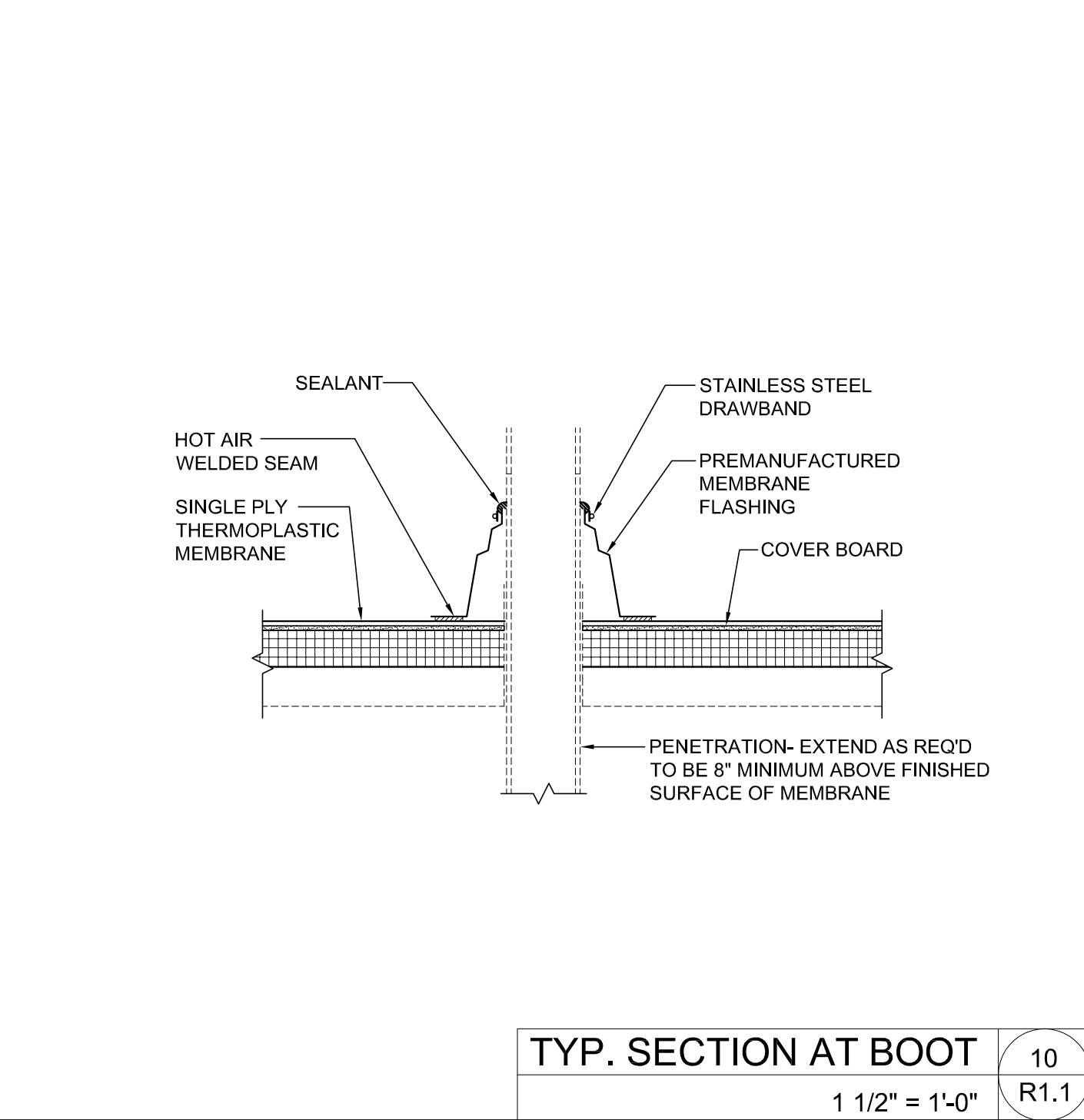
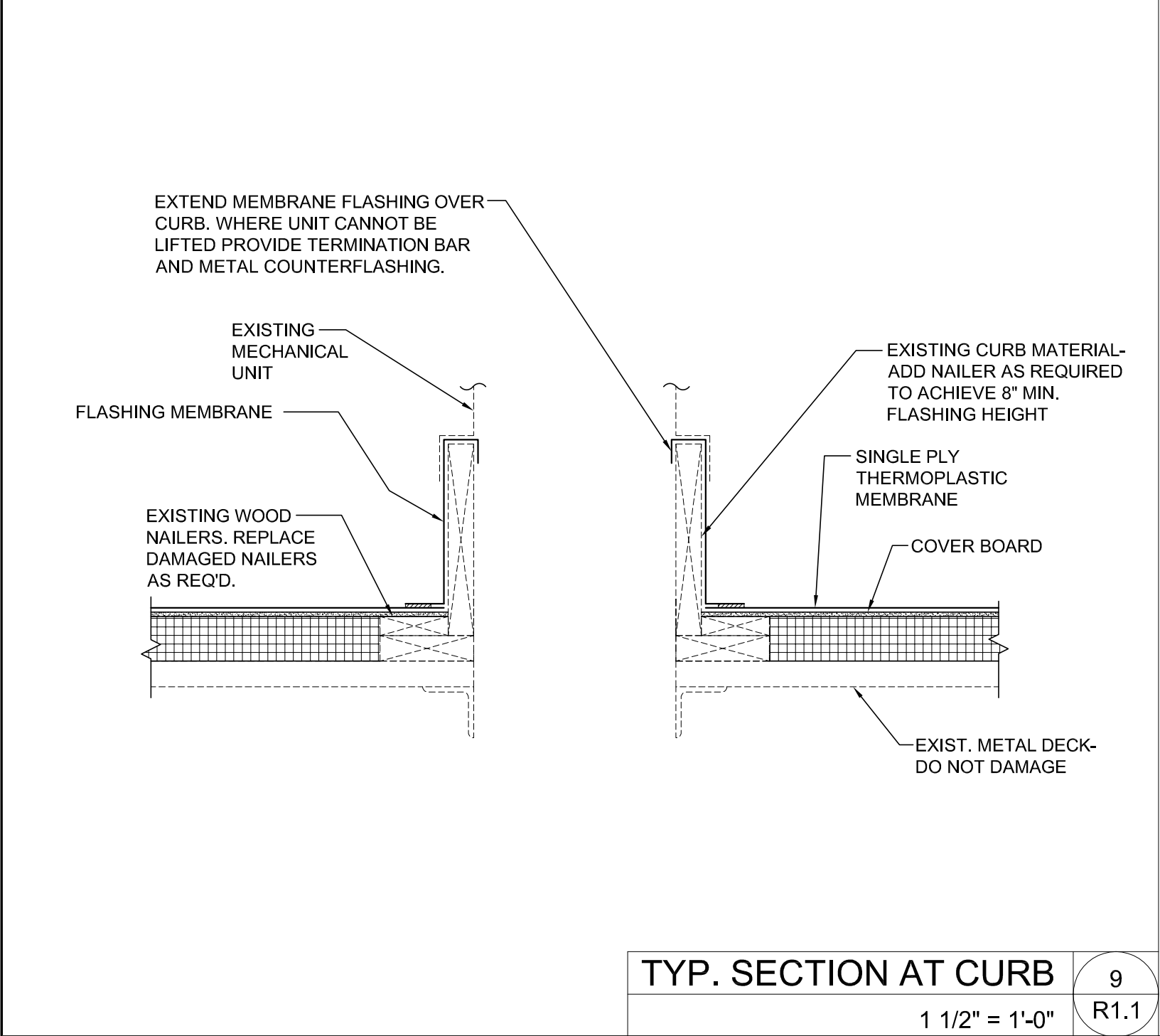
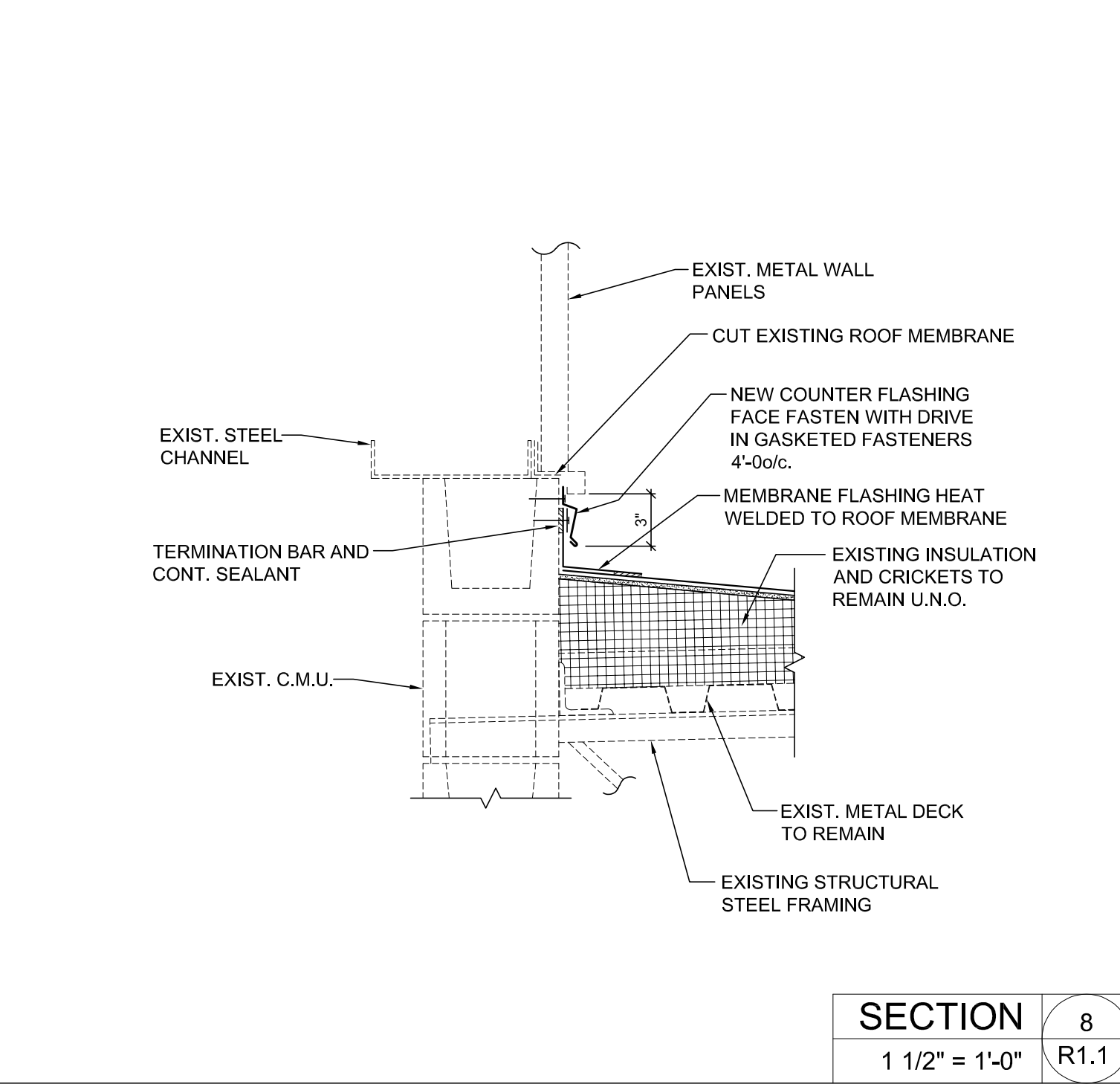
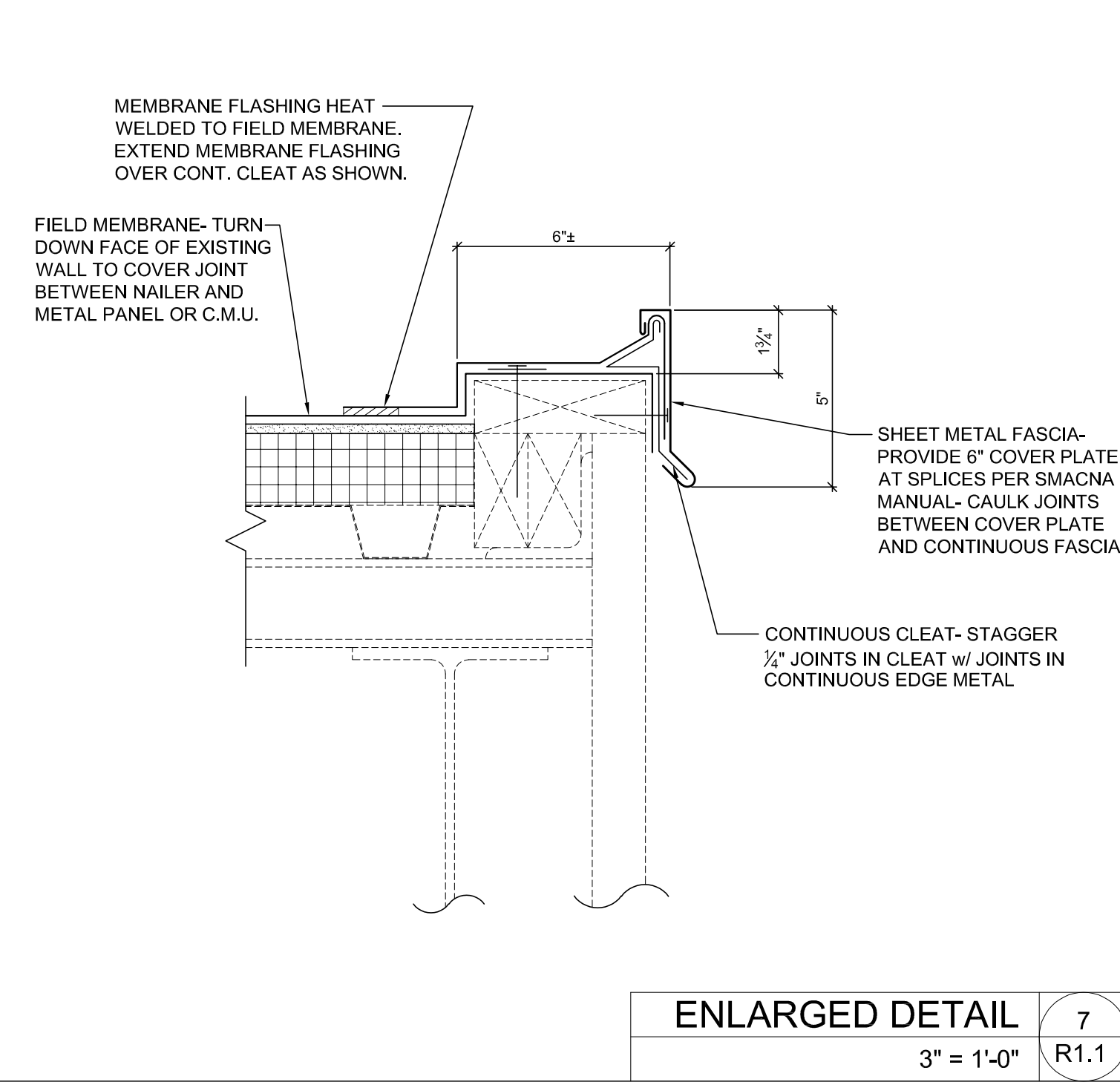
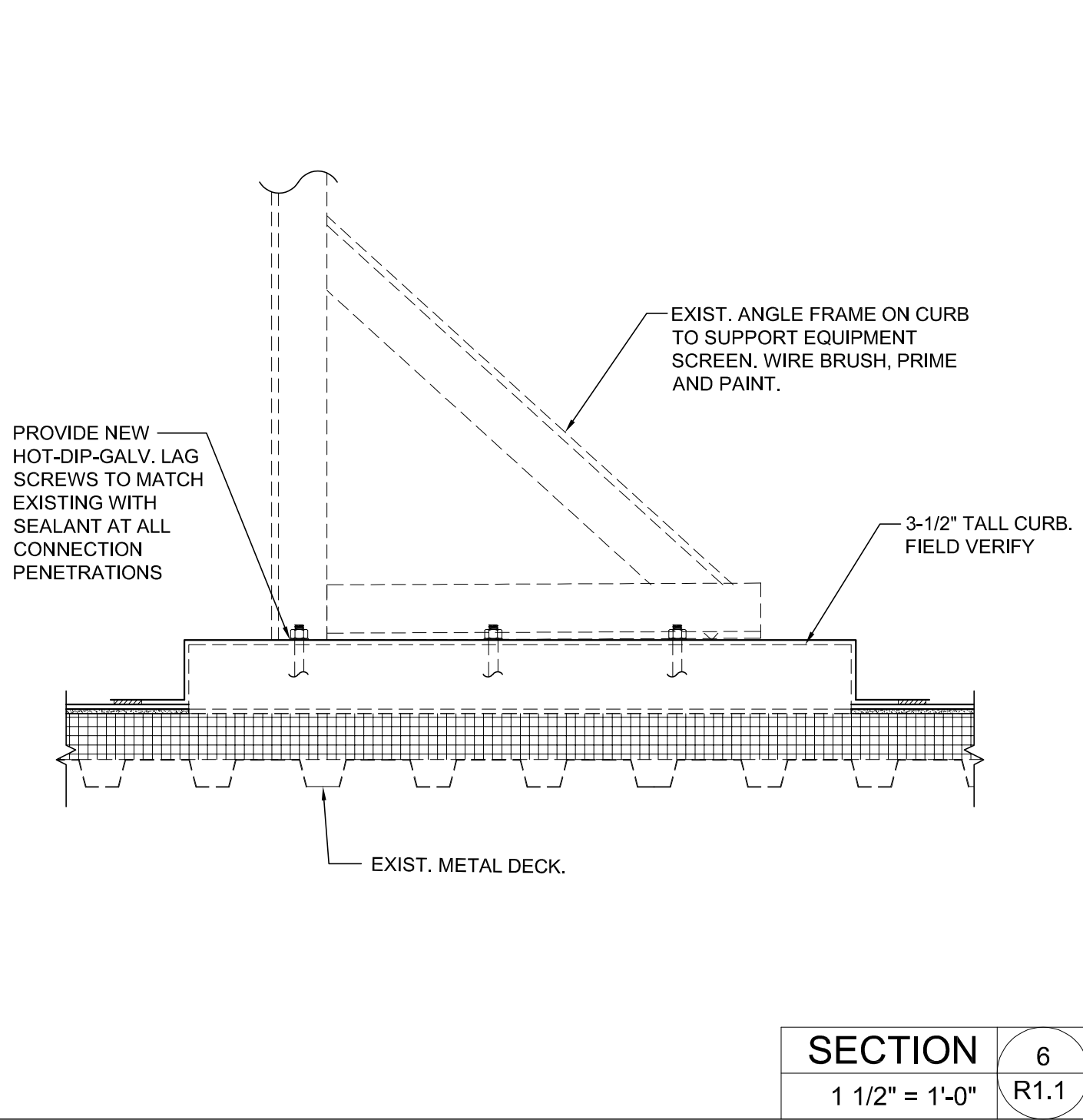
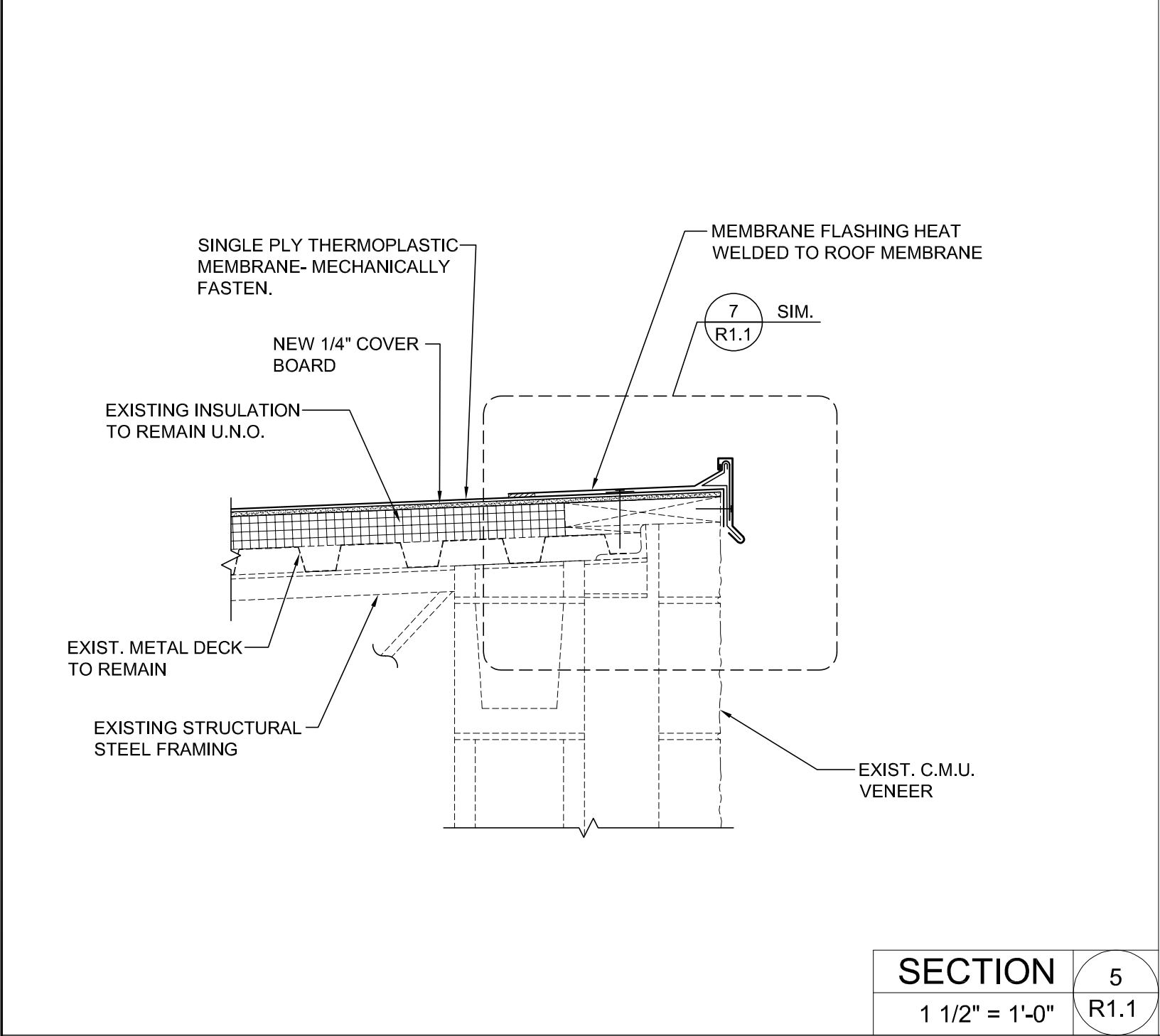
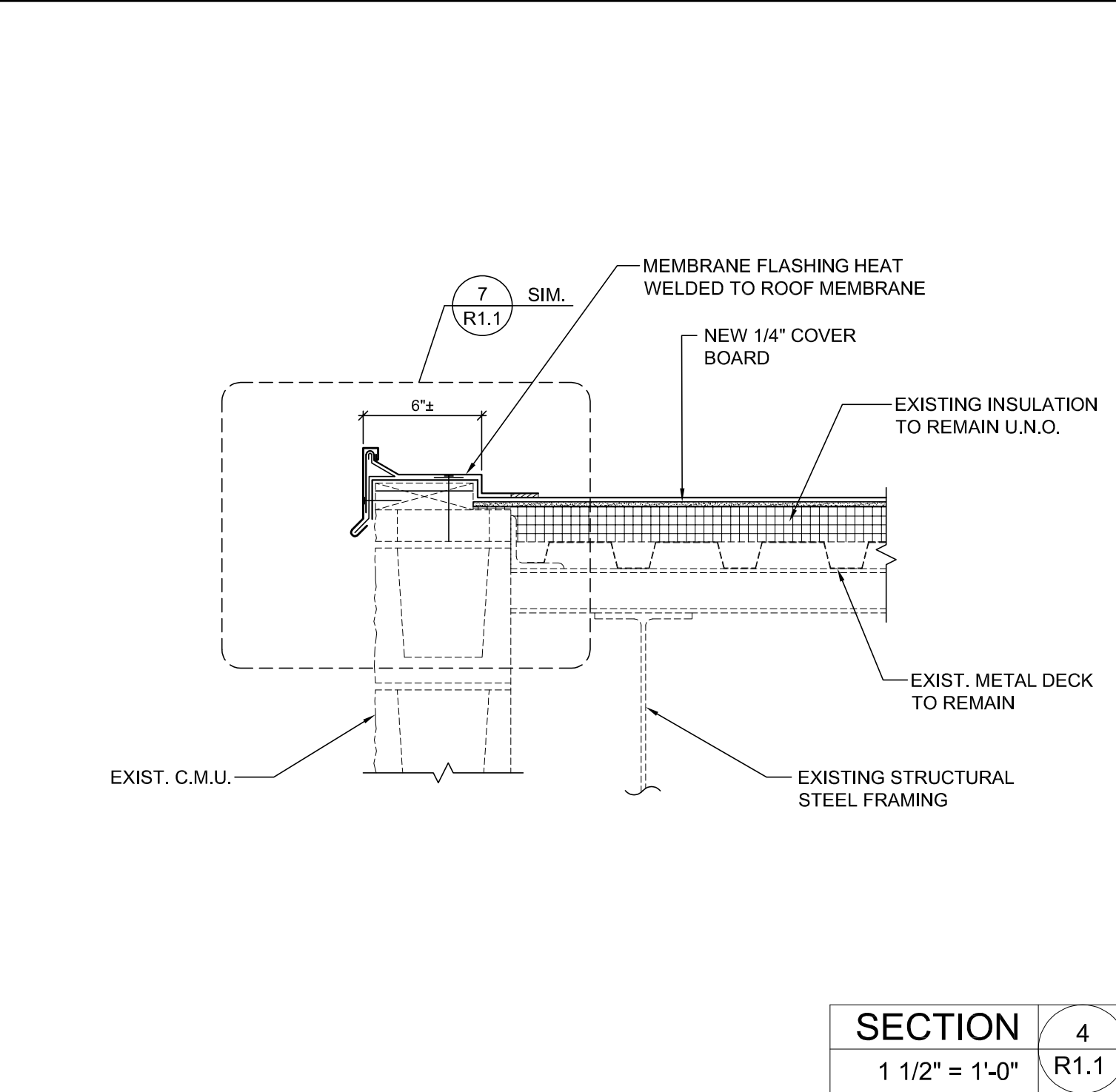
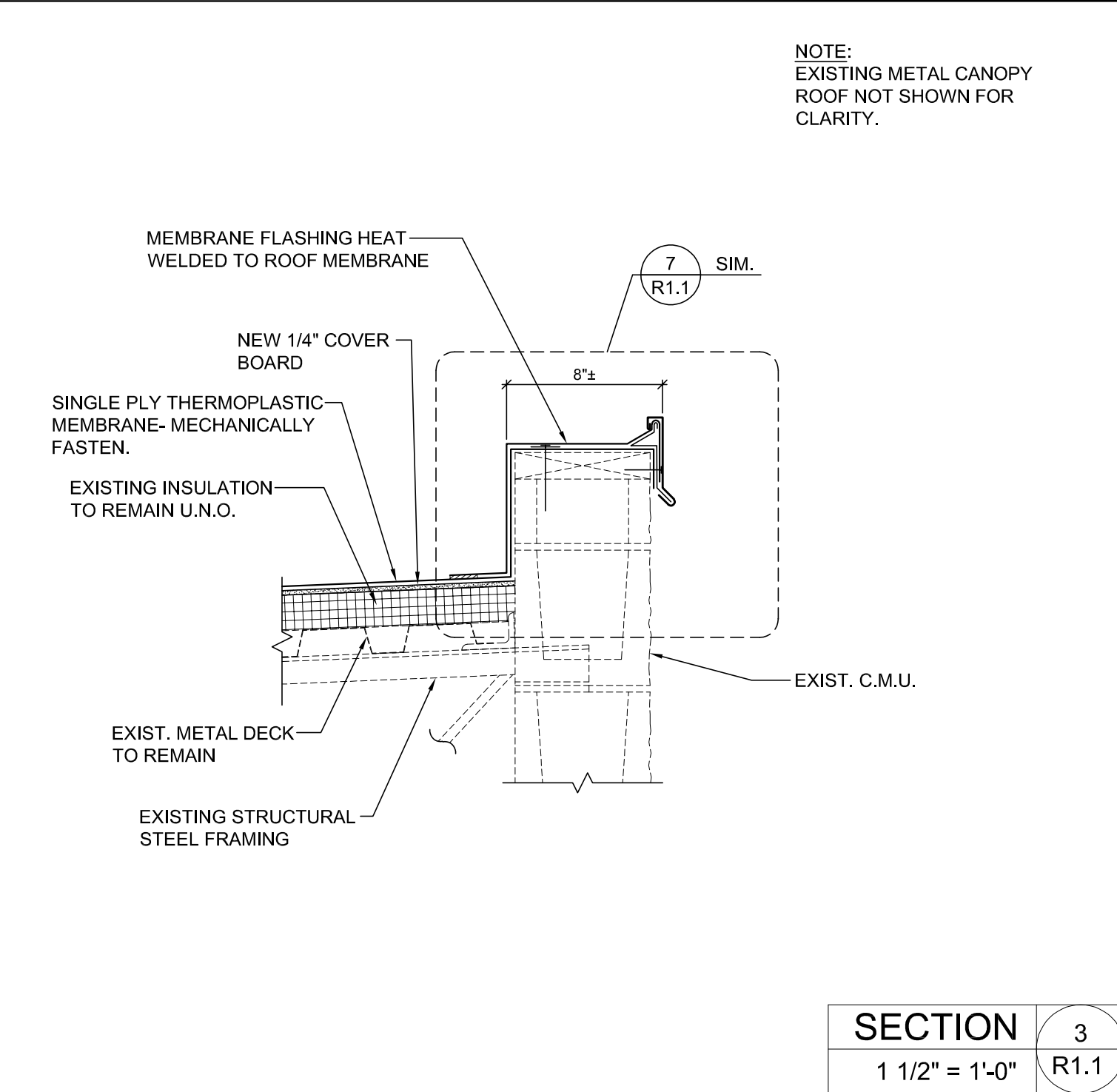
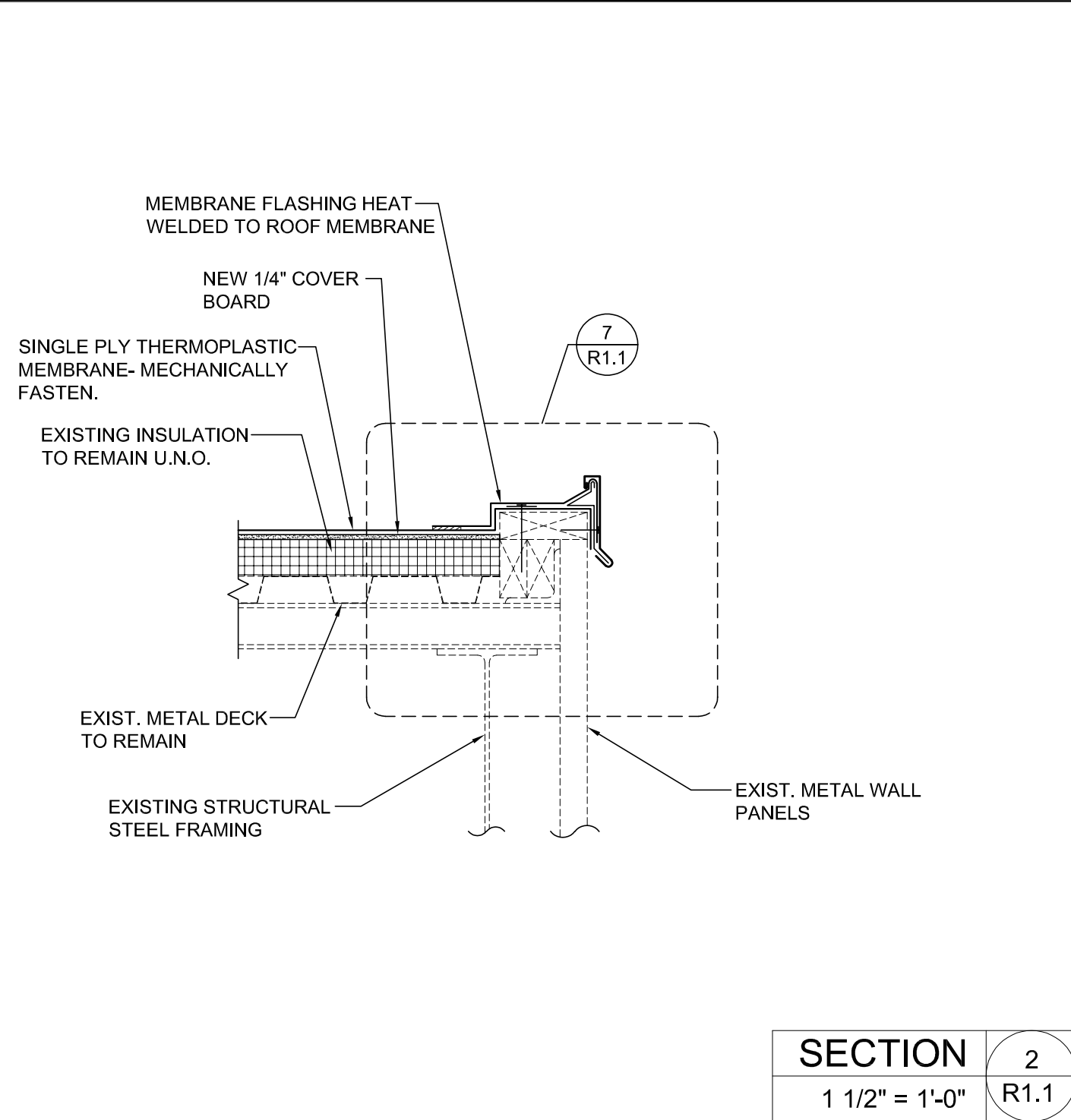
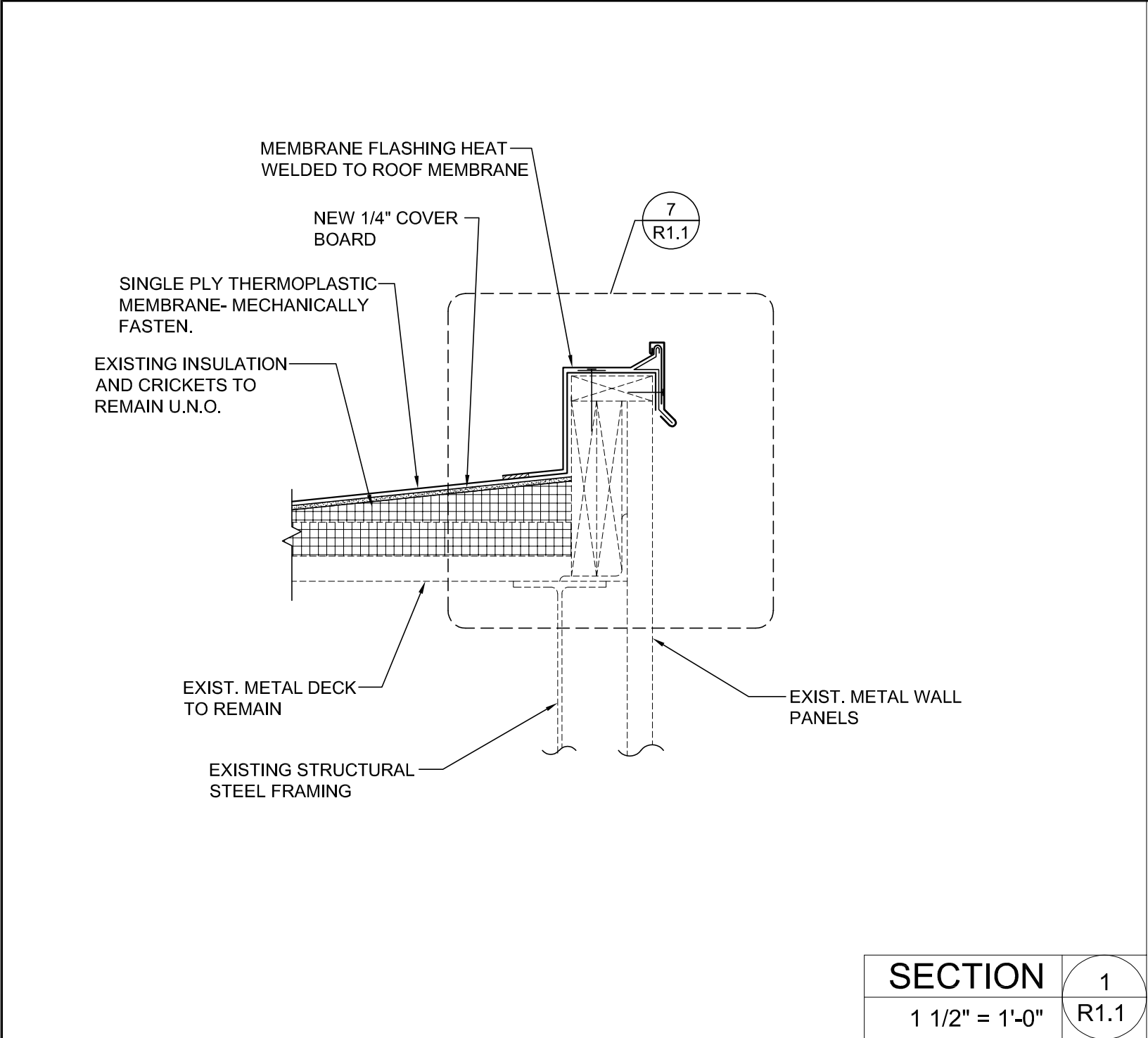
CHECKED BY:

S. FLEMING, PE, RBEC

## REVISIONS

NO.	REASON	DATE

## SHEET TITLE



PROJECT NAME  
**FAYETTEVILLE  
PUBLIC WORKS  
COMMISSION**

**ROOF MEMBRANE  
REPLACEMENT  
AT  
APPARATUS REPAIR  
SHOP**

1095 COMMISSION DRIVE  
FAYETTEVILLE, NORTH CAROLINA 28301

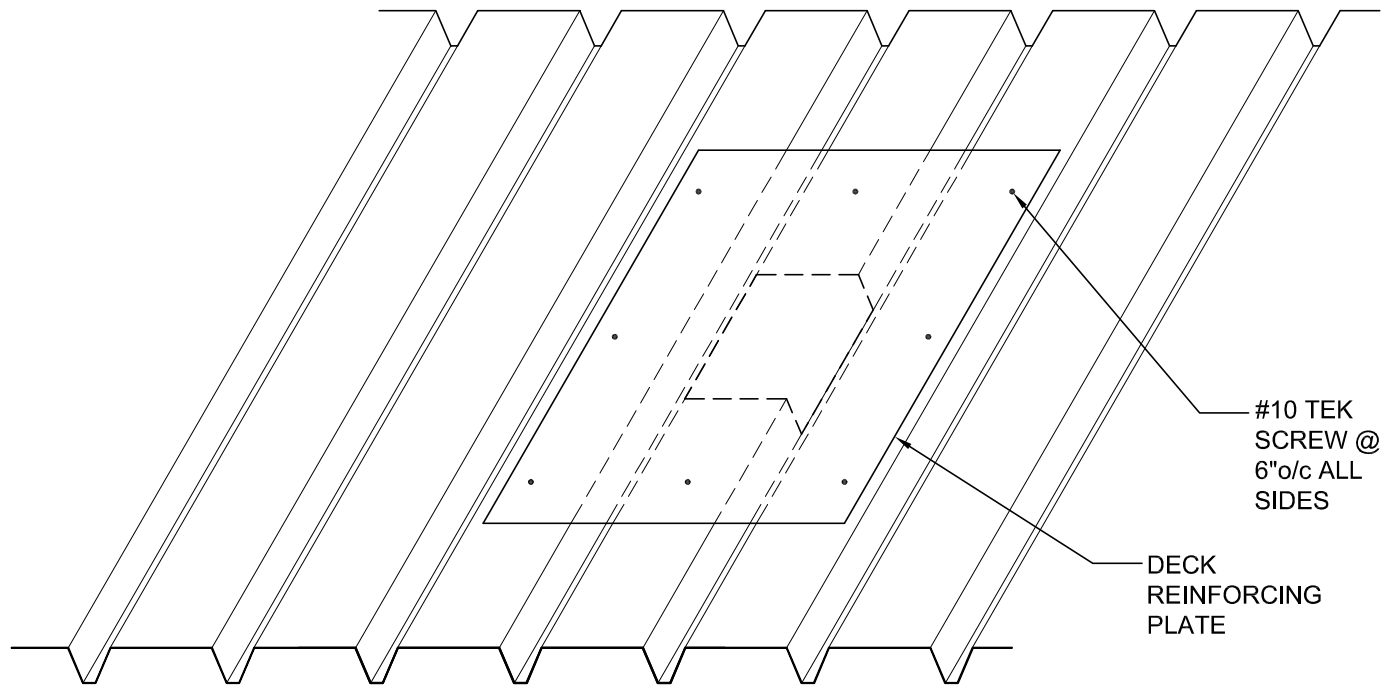
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METAL DECK REINFORCING SCHEDULE		
UNIT PRICE DESCRIPTION	OPENING SIZE	INFILL MATERIAL (MINIMUM)
METAL DECK REPAIR	LESS THAN 13" DIAMETER	16 GA. GALVANIZED STEEL PLATE- FASTEN AS SHOWN IN DRAWING
METAL DECK REPLACEMENT	GREATER THAN 13" DIAMETER	1½" GALVANIZED NARROW RIB METAL ROOF DECK- 22 GA. MIN.- FASTEN ENDS AT 6"o/c TO SUPPORTING STRUCTURE WITH #12 TEK SCREWS- INFILLED DECK TO EXTEND FROM SUPPORT TO SUPPORT



TYPICAL DETAIL AT METAL DECK INFILL OR REPAIR

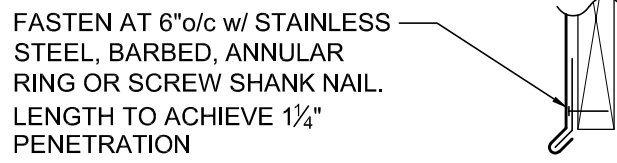
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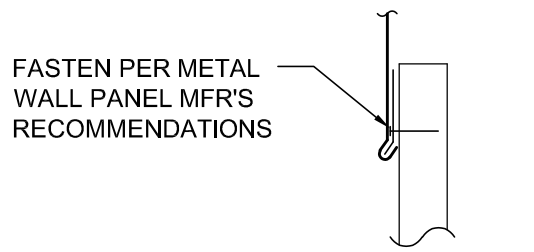
R1.2

NOTE:  
STAGGER ½" JOINTS IN  
CLEAT w/ JOINTS IN  
CONTINUOUS EDGE METAL

AT STRUCTURAL STEEL



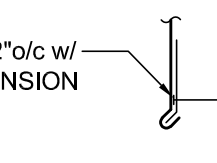
AT METAL WALL PANEL



AT WOOD



AT MASONRY OR CONCRETE



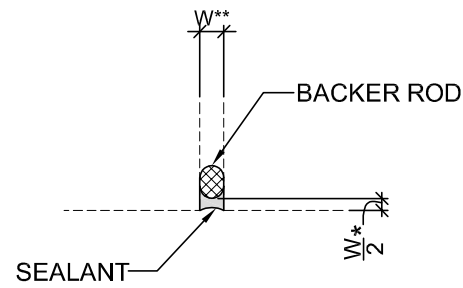
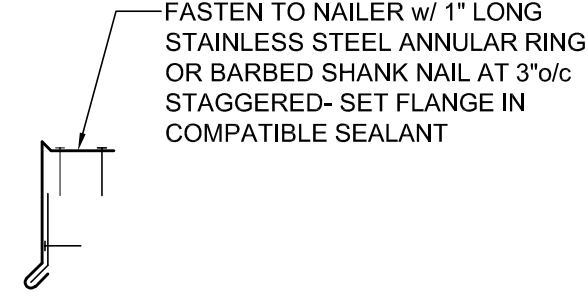
TYPICAL DETAILS AT EDGE METAL

1 1/2" = 1'-0"

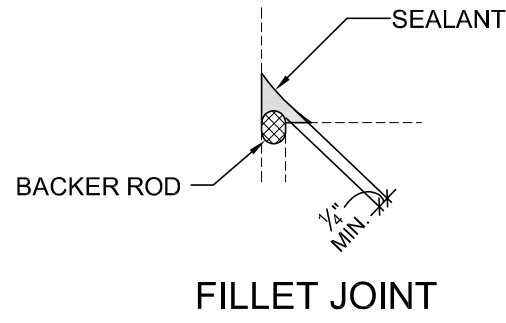
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R1.2

AT POLYMER COATED  
EDGE METAL



BUTT JOINT



FILLET JOINT

NOTES:

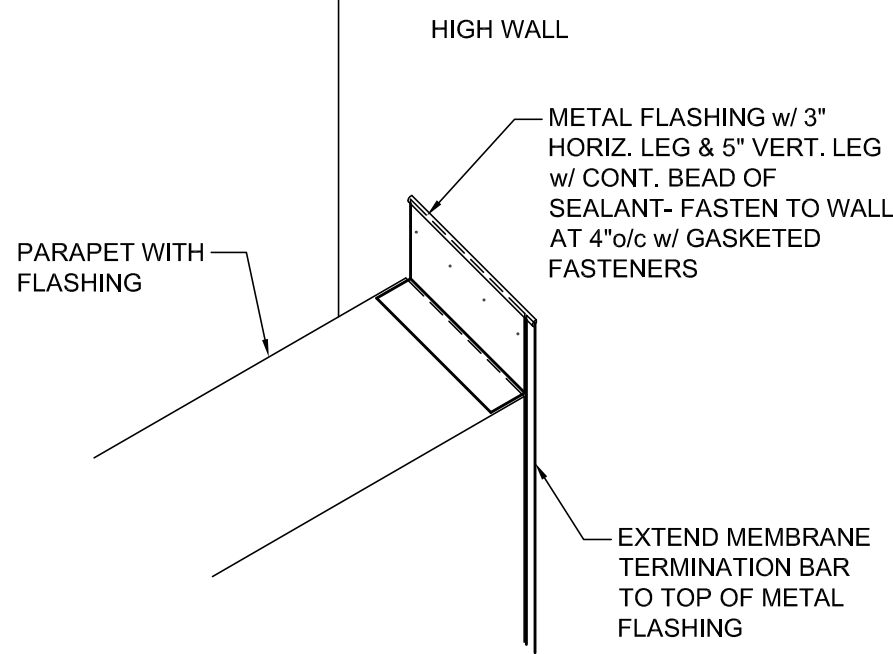
- \* SEALANT DEPTH IS ¼" MINIMUM, ½" MAXIMUM.
- \*\* JOINT WIDTH IS ½" MINIMUM.
- SIZE BACKER ROD SUCH THAT IT IS UNDER 25% COMPRESSION WHEN INSTALLED.

TYPICAL DETAIL AT SEALANT JOINTS

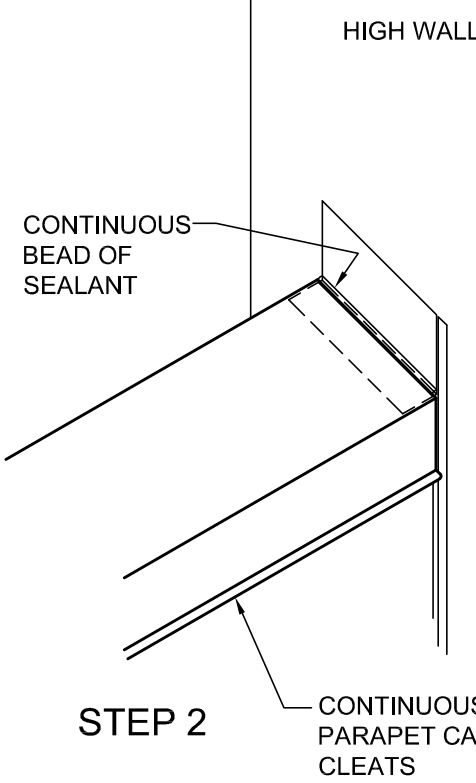
3" = 1'-0"

3

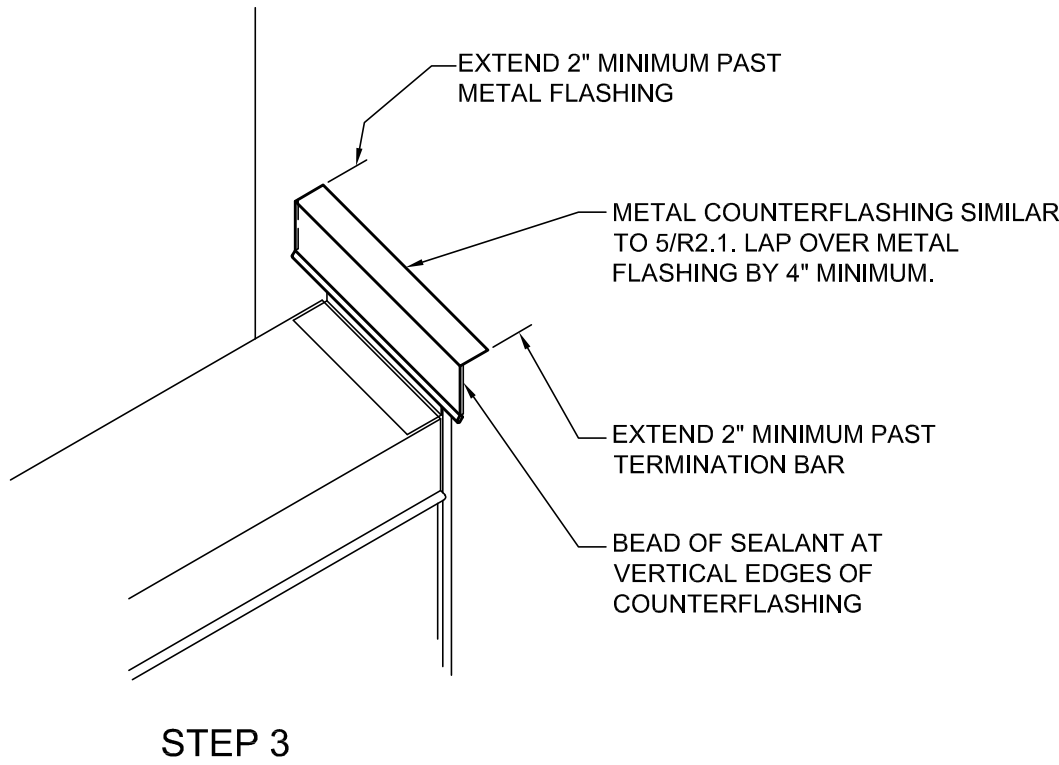
R1.2



STEP 1



STEP 2



STEP 3

TYP. DTL. AT PARAPET TERMINATION

N.T.S.

4

R1.2

SEAL



PROJECT NAME

FAYETTEVILLE  
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COMMISSION

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FAYETTEVILLE, NORTH CAROLINA 28301

PROJECT TEAM

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DRAWN BY:  
S. WHEELER

CHECKED BY:  
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REVISIONS

NO.	REASON	DATE

SHEET TITLE

TYPICAL  
ROOF  
DETAILS

DATE

10/25/2024

PROJECT NO.

24-62

SHEET NUMBER

R1.2